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### Current Topics.

#### A Fusion Bill.

WE HAVE received a copy of a draft "Bill for the Fusion of the two branches of the Legal Profession and for the Establishment of a General School of Law in England." We do not know what are the chances of the Bill being introduced, and, if introduced, of its being proceeded with; but the question has long been before the profession, and its presentment in this concrete form is a matter of no small interest. The Bill consists of four parts:—Part I., Fusion; Part II., School of Law; Part III., Transitory Provisions; and Part IV., General. The fusion of the two branches would naturally result in the unifying of the present education schemes of the Inns of Court and the Law Society, and would pave the way for the School of Law which has been the dream of reformers for half a century, and which, some years ago, under the auspices of Lord RUSSELL OF KILLOWEN, seemed to be nearing realization. The establishment of such a school is a fundamental part of the Bill, inasmuch as the calling of barristers and the admission of solicitors is to be stopped, and an applicant will require to obtain from the Council of the School of Law "a certificate of proficiency in the knowledge and the practice of the law," and, subject to any further regulations, he may then apply to the Council to be admitted and enrolled as "a member of the legal profession" (clause 16). But the definition of this phrase has to be made to cover existing practitioners, and hence by the definition clause (clause 36) it is provided:—

"The expression 'member of the legal profession,' includes every person called to the Bar and entitled to practice as a barrister on the appointed day, and every person whose name appears on the roll of solicitors in England on the appointed day, excepting only those solicitors who are suspended from practice, and every person admitted and entitled to practice as a member of the legal profession on or after the appointed day."

#### Practising Under "Fusion."

THE EXPRESSION "member of the legal profession" being thus defined so as to include existing barristers and solicitors, as well as persons hereafter expressly admitted as such, we may go back to clause 1, which determines the status of such a member:—

"From and after the date upon which this Act comes into force (hereinafter referred to as the appointed day) no person shall

be called to the bar or admitted as a solicitor, and every member of the Legal Profession as defined by this Act shall be entitled to practice, both as a barrister and a solicitor, and shall, subject to the provisions of this Act, be entitled to exercise and enjoy all the rights and powers and privileges heretofore exercised and enjoyed by barristers and solicitors."

Then clause 2 makes a member of the legal profession competent to fill any judicial or other public office; clause 3 empowers him to recover his fees and costs, and renders him liable for negligence; clause 4 makes him liable to return his fee, or part thereof, for work requiring attendance in court if he does not give "substantial attendance"; and clause 5 enables him to agree for remuneration by a gross sum or otherwise. We have referred above to the phrase, "member of the legal profession," and the requirement in future of a certificate of proficiency. Clause 11 (2) also requires service as an articled clerk for not less than three years, and clause 12 allows law degrees to be accepted as equivalent to a certificate of proficiency. Under clause 19 the Council of the School of Law will appoint a Discipline Committee, to hear charges of illegal or unprofessional conduct, with power to strike off the roll or suspend from practice, subject to an appeal to the Court.

#### The Outlook as to Fusion.

WE DO not propose at present to discuss the merits of fusion. It is sufficient to state the form in which the promoters of the Bill desire to give it practical effect. The question, it will be remembered, came before the Law Society a year ago, and the poll then taken upon it resulted in 1,820 votes for and 3,531 against the motion. This was: "That it is in the public interest, as a measure of reconstruction, that there should be a complete fusion between the two branches of the legal profession." "Reconstruction" was at that time in the air, and a vague impression prevailed that it would mean an improvement on the pre-war conditions of society. But facts have dissipated this impression, and society is struggling hard here, and still more in Europe, to get back to pre-war conditions of solvency and success. And if "reconstruction" could not give a majority to fusion last year, we doubt whether the idea is more in favour now. The matter, however, is not one solely, or even mainly, for the profession, and it is possible that, if the measure is discussed in Parliament, the view may prevail that the public interest will be served by fusion. It will be noticed that the Bill preserves in theory the distinctive spheres of barristers and solicitors, but allows the same person to practise in each sphere. In this it follows the precedent of Colonial legislation. We gave last year (63 SOLICITORS' JOURNAL, p. 312) the relevant provisions of the "Fusion" statutes of Queensland and Victoria, under which the same person can practise as a barrister and solicitor. And we quoted at the same time Lord Bryce's conclusions as to the expediency of this country following the American example of fusion. He advocated approximation in certain matters—common education and the easier passage from one branch to the other—but held to the separate retention of the Bar. We are inclined to think that this view will continue to be in favour with the profession here, while there will be no such clear public desire for fusion as to override it.

#### The Report on Profit-sharing.

WE DISCUSSED a year ago (63 SOLICITORS' JOURNAL, pp. 370, 386) certain forms of profit-sharing schemes, and we referred to the report on the subject issued by the Board of Trade in 1912. The number of schemes then known to be in operation was 103, the workmen employed being 106,000. Another report, bringing the information up to October, 1919, has now been issued by the Ministry of Labour (Intelligence and Statistics Department). It has been prepared by Mr. JOHN HILTON, who is well known as an authority on trade and labour matters. The report last year of the Committee on Trusts gave as an appendix, in addition to Sir JOHN MACDONELL'S "Notes on the Law Relating to Combinations," a valuable "Study of Trade Organisations and Combinations

in the United Kingdom," by Mr. HILTON. According to his letter accompanying the present report, the number of profit-sharing schemes in existence on 31st October, 1919, was 182, and the number of persons employed by the firms working these schemes was about a quarter of a million. Thus the numbers have about doubled since 1912. The industry which has most largely adopted the scheme is the gas industry, and the pioneer was the South Metropolitan Gas Company, whose scheme was launched in 1889. In the thirty years which have since elapsed it has distributed three-quarters of a million pounds in bonus. Messrs. LEVER BROTHERS have distributed nearly as much in only ten years. A much smaller firm—Messrs. J. T. & J. TAYLOR, woollen cloth manufacturers—whose scheme was started in 1892 by Mr. T. C. TAYLOR on his becoming sole partner, has distributed to the workmen, in bonus and dividends on their shares, over £330,000. The number of persons employed by this firm in 1918 was about 1,850 (900 men and boys, and 950 women and girls), without counting some 440 serving with the forces. It is not always easy in practice for practitioners to advise as to an effective scheme of profit-sharing, especially in companies, where there is a difficulty in securing the due transmission of shares to the workpeople for the time being, and we hope to give further information as to the experience recorded in the report.

#### The Duty of Inquiry.

EQUITY PRACTITIONERS are familiar with the phrase "the defendant was put upon inquiry by those facts," and bankers recognize a similar position in connection with bills of exchange and other negotiable instruments. But in ordinary common law cases the "duty of inquiry" is not yet very fully understood or recognized, although principles of equity, since the Judicature Act, have full operation in common law cases. Therefore it is interesting to find a case like the recent decision of the Lord Chief Justice in *Harvey Nichols & Co. (Limited) v. Miller & Son* (Times, April 1st), in which a common law judge has clearly applied this rule to an ordinary common law case of the sale of goods. Here a person in the employment of the plaintiffs fraudulently bought in their name a quantity of goods in which they usually traded. He resold those goods at prices beneath cost, and in his own name, to the defendants. The simple question was whether the latter, being purchasers for value, could acquire a good title against the plaintiffs. In fact, the case was one of that common kind in which two innocent parties are affected by the fraud of a third: one of the two has to suffer. What is the rule that is to bind? The late Lord Chief Justice ALVERSTONE more than once ingeniously attempted to set up a novel equity of his own in such cases; namely, that where one of two innocent parties must suffer by the fraud of a third party, then that one of the two who could by taking care have prevented this fraud ought, in equity, to bear the loss. This is a tempting doctrine. But it is unsound. Such an equity could only be based on one or other of two principles, either negligence—in which case there must have been some duty on the part of A (the negligent innocent party) towards B (the sufferer) to take care; or else estoppel—in which case A must so act as to make a representation *in pais* to B, on which B in fact has acted to his advantage. Except in those two cases the doctrine is unsound. So Lord READING would not hear of such a doctrine in the present case. The point then arises whether or not B (the defendants) have acquired a good title to the goods from the fraudulent wrongdoer. Of course, if the goods were stolen, no such title can be acquired. Stolen goods, on conviction of the thief, even if he has sold them in market overt, revert to the true owner. But in the present case the goods were not stolen. On the other hand, goods fraudulently obtained, but passing to the wrongdoer, can be reassigned by him so as to confer a good title on the purchaser, subject to two conditions, (1) that the purchaser has acquired them for value, and (2) that he has done so *bonâ fide*, without notice of the wrongdoer's defect in title: *Phillips v. Brooks (Limited)* (1919, 2 K. B. 243). In such a case all depends on the extent to which the purchaser has acted *bonâ fide*. This means that if he is put on inquiry by the cir-

circumstances surrounding the transaction, he must make reasonable inquiries to see whether or not the apparent owner has an honest title in the goods. This the Lord Chief Justice held the defendants had not done, and so he found that the property in the goods had not passed to them free of the plaintiffs' equity to recover it. Judgment in *trover* for the plaintiffs was therefore entered.

#### The Position of Mercantile Agents.

ANOTHER POINT of great interest arose, incidentally, in the case we have just discussed. It is well-settled law, of course, that where a vendor places goods for sale in the hands of a mercantile agent or factor, that factor can give a good title to any person who purchases of him. Such was the common law, and is now the statutory rule under the Sale of Goods Act, 1893, and the Factors Acts: *Phillips v. Brooks (Limited)* (*supra*). The reason for this rule is not quite clear. It may be based on the principle that a person authorized to sell goods can give a good title, even when he sells for his own purposes and in fraud of his principal; but such a doctrine is doubtful. *Prima facie*, the fraudulent intent amounts to a *trespass ab initio*, or repudiation of the relation of agency, and therefore ought to operate as complete revocation of the authority. A second possible reason is estoppel: a person who holds out X to all the world as authorized to sell on his behalf is estopped by such representation *in pais* from denying the authority of X so to sell. This is probably the correct reason. And, of course, such estoppel would only operate in favour of a person who had genuinely relied upon the representation, not upon one who knew or suspected the true state of affairs: *Whitehorne Brothers v. Davison* (1911, 1 K. B. 463). A third way of looking at it was suggested in the course of argument in the case we are discussing: it is an original line of argument. The suggestion, if we have grasped it correctly, is that a principal who entrusts goods to a factor or mercantile agent must be regarded as having conveyed those goods to that factor under contract, so that the factor actually has the legal estate in the goods, subject to a trust of the proceeds on behalf of the principal. Then, where the factor obtains the goods from his principal by a fraud, the usual results follow; the principal can either ratify the contract and leave the goods in the agent's hands when he discovers the fraud, or he can disaffirm the contract and reclaim them: *Phillips v. Brooks (supra)*. If he does the former, and a purchaser buys them from the agent, of course he has no remedy. But if he disaffirms the fraud on learning of it, whereas in the meantime third parties have acquired a title to the goods, then the well-known rule at once operates: since the implied contract was voidable only, not void, the third party is not affected by the true owner's equity to avoid it, provided he himself acquired it *bona fide*: *Cundy v. Lindsay* (3 App. Cas. 359); *Jones v. Gordon* (2 App. Cas. 616); *Edmunds v. Merchants' Despatch Transportation Co.* (1883, 135 Massachusetts, 283). This is an interesting doctrine and worthy of consideration. As a matter of fact, however, Lord Reading escaped the necessity of considering it more fully by holding that the agent in the present case was not in fact a mercantile agent or factor, so that *cadit questio*.

#### Inadmissibility of Unstamped Instrument for Collateral Purpose.

A YEAR AGO (63 SOLICITORS' JOURNAL, p. 333) we incidentally referred to a decision of an Australian State Court, in which it was held that a recital of a document (unstamped, and therefore inadmissible) was sufficient proof of the document. This decision has been reversed on appeal to the High Court of Australia, and is of interest as a decision on an enactment substantially identical with section 14 (4) of the Stamp Act, 1891, by which unstamped instruments are not "available for any purpose whatever," with certain exceptions. The case, as reported on appeal, is *Dent v. Moore* (1919, 26 Commonw. L. R. 316). The respondent (plaintiff) was a land agent, and had sued the appellant (defendant) for commission on effecting a sale of appellant's land to a certain company. At the trial the respondent, to prove his case, ten-

dered in evidence a document by which appellant assured his land, by direction of the company, to a sub-purchaser; this document recited the agreement for sale by appellant to the company. The document of assurance was admitted in evidence, and a verdict was found for the respondent. The Supreme Court of New South Wales refused to disturb this verdict, and held that the recital of the agreement for sale was, as an admission, primary evidence of the contents of the written agreement itself, notwithstanding that the agreement was in existence, but (being unstamped) was not produced. On appeal, the High Court of Australia reversed the court below, and held that the document of assurance (reciting the agreement) should not have been admitted in evidence to prove the agreement for sale, and that a verdict must be entered for appellant (defendant in the action). The views of the appellate court are embodied in a single judgment delivered by Mr. Justice ISAACS, in which the question is examined at some length, and a large number of English cases cited and referred to, as well as the English Stamp Acts.

#### The Australian Court's Judgment.

THE JUDGMENT, after stating that the respondent, in order to recover the amount claimed, had to prove the fact of sale and the price given, first of all points out that the appellant had certainly admitted sufficiently, by his oral evidence and the document of assurance, for ordinary purposes of proof that a sale had been made as claimed by the respondent. It was, however, essential to respondent's claim that, since the agreement for sale was embodied in a written document, "the contents of that document must be proved as such," and also that "the terms of that agreement must be proved." This introduces the Stamp Act, which says of an "unstamped instrument," such as the agreement on which the defendant's case depended, that it is "inadmissible in evidence" and "not to be available or effectual for any purpose." The contention of the defendant was that so long as he avoided putting the actual document in evidence the law did not impair the validity of the sale. But "the Legislature, by way of securing the payment of the impost for public purposes which is placed on the instrument, provides in effect that the sanction of law shall be withheld from the acts of the parties until the revenue law is obeyed." It is not enough to say that it is not sought to make the instrument "available" or "effectual" because it is not sued on or sought to be enforced: "That is a fundamental error." The conclusion is thus stated: "In the result the plaintiff fails, because his claim is founded on a promise, one essential condition of which is a sale, and the only evidence of the sale is inadmissible by reason of the Stamp Acts." The above short summary will indicate the line of argument taken by this judgment, which is well worth perusal by English lawyers.

## Property Law Reform at Home and Overseas.

### II.

THE oldest among English statutes that may for the present purpose be called "conveyancing" statutes are of course the Statute of Uses and the Statute of Enrolments (1535). Whilst the Statute of Enrolments has always been considered not to be in force overseas, the Statute of Uses is as applicable in the Oversea Dominions under the common law as in England. One consequence of this has been that overseas a bargain and sale of land for a freehold estate would operate under the Statute of Uses without the restriction placed on such operation by the Statute of Enrolments, and so would at once pass the legal estate to the purchaser. If the Law of Property Bill becomes law in its present shape the Statute of Uses will be repealed in England (together with section 62 of the Conveyancing Act, 1881)—see clause 1 (4)—and uses will again be merely trusts. In 1905 the Statute of Uses was formally repealed in New Zealand (Property Law Act, 1905, s. 121 and sch. 5), but for many years previously local



statutes had been in operation which in effect abrogated the statute by allowing conveyances made to a grantee directly to have the same efficacy as if made by means of uses. The same practical abrogation has taken place with respect to registered land wherever registration statutes of the "Torrens" system type have been enacted—throughout Australasia, and in many parts of Canada and the West Indies. In New South Wales all land may (after 30th June next) be conveyed directly and with the same result as though limitations to uses were employed, though the Statute of Uses is not repealed: Conveyancing Act, 1919, s. 44. The Pretended Titles Act of 1540, though repealed in England by the Land Transfer Act, 1897 (section 11), is still in force in most overseas dominions, and has been repealed and re-enacted in New South Wales by the Conveyancing Act, 1919 (section 50).

Fines and recoveries seem never to have been levied or suffered overseas, but their abolition in 1833 by the Fines and Recoveries Act and the substitution of acknowledged deeds and enrolment were anticipated in many of the overseas dominions by local statutes requiring acknowledgment and registration of assurances by married women, tenants in tail, &c. Acknowledgment of deeds by married women is now unnecessary in New Zealand (Property Law Act, 1908, s. 22) and in New South Wales (Conveyancing Act, 1919, s. 147), though the formality of separate examination seems not to be less necessary than before. The Law of Property Bill (clause 74) proposes to do away with the necessity both for acknowledgment and separate examination in England. With respect to estates tail, in several parts of the dominions these have been abrogated, and can no longer be created, as in Victoria (Real Property Act, 1915, s. 62), New South Wales (Conveyancing Act, 1919, s. 19), and Saskatchewan (Land Titles Act, 1917, ss. 198, 199); so in Fiji, Alberta, and North-West Territories of Canada, whilst in Tasmania and Jamaica estates tail cannot be created in registered land. In England, the proposal of the Law of Property Bill is to prohibit the creation of legal estates tail, but to permit their creation in equity and even to extend this permission to personality (clauses 8-10, 17), a singular departure from the policy of simplifying the law of property and diametrically opposite to the general tendency of overseas legislation. In British Columbia a possible exception occurs which has some analogy to the English Bill, for provision is made for registering the owner in fee simple as absolute owner with other interests entered as mere charges (Land Registry Act, 1911, ss. 53, 107A). Another change proposed by the Law of Property Bill is that disentailing assurances, &c., hitherto requiring enrolment, shall instead be registered, thus placing them, as is done overseas, on the footing of ordinary assurances of land (clause 76).

The Prescription Act, 1832, is in force in some of the overseas dominions, and not in others, according to the date of foundation or period at which newly enacted English statutes cease to apply. Thus the Act is in force in South Australia and New Zealand, and also apparently in British Columbia and other Western provinces of Canada, but not in New South Wales, Victoria, or Queensland, and only in Ontario by express local enactment. In many cases the acquisition of light by mere user or prescription has been put an end to. In nearly every part of Australasia these "Light and Air" Acts have been placed on the local statute books, and a similar provision is contained in the Ontario Limitation Act (Rev. Stat. 1914, c. 75), where among sections taken from the Prescription Act, 1832, section 3 of the English Act is replaced by the following: "No person shall acquire a right by prescription to the access and use of light to or for any dwelling-house, workshop, or other building" (s. 37). Another provision in the Ontario Act (s. 39) prevents the acquisition by prescription of easements in respect of wires or cables carried above land or buildings.

The Real Property Limitation Act, 1833, when not part of the local law from the beginning, has generally been adopted overseas, though sometimes with some alteration. In Jamaica for instance, though the Acts of 1833 and 1874 are introduced by local enactments of 1881 and 1888, these are subject to earlier statutes which confer positive title by seven years'

possession: 4 Geo. 2, c. 4; 14 Geo. 3, c. 5. In many cases the term of limitation has been reduced, though the Act of 1874 has not been always adopted; Fiji, however, is one place where this latter Act is in force as part of the local law. The Crown Suits Act, 1769 (Nullum Tempus Act), is in force in all dominions founded after the date of the Act, but in one at least—Victoria—the Act has been repealed, and no length of possession is there good against the Crown: Real Property Act, 1915, s. 17.

A statute of which it can, perhaps, be said that it has been universally adopted in the legislation of the dominions is the Wills Act, 1837, though sometimes slight modifications have been made in the local enactment. One such modification has been recently made in New South Wales (Conveyancing Act, 1919, s. 37), by which the provisions of section 33 of the 1837 Act extend to issue of a testator though mentioned as a member of a class.

The Act of 1841 (4 & 5 Vict. c. 21), simplifying the conveyance by lease and release, though superseded in 1845 by the wider enactments of the Real Property Act, 1845, furnished a precedent for many overseas statutes, and the conveyance by deed of release became the ordinary form of conveying freehold land in many places. It has, in fact, only been superseded in New South Wales by the Conveyancing Act, 1919, section 14 of which enacts for the first time (following the Act of 1845) that freehold land lies in grant as well as in livery. In Queensland the conveyance by release appears to be still the proper method, and the provisions of the Real Property Act, 1845, as to contingent interests, non-tortious assurances, &c., have not yet been adopted locally. The recent New South Wales Act of 1919 does, however, now embody all the provisions of the Act of 1845. Occasionally some of the provisions of the Act of 1845 were adopted without that relating to conveyance of freehold estates in possession by grant. This happened in the case of Bermuda, where by the Conveyancing Act, 1845 (No. 5) it was enacted that land might be conveyed by a single deed having the effect of a lease and release, other sections being taken from the English Act of 1845, but an express prohibition against the creation of contingent remainders being enacted.

The provisions of the Lands Clauses Consolidation Act, 1845, were widely adopted overseas, and adapted to the case (more common than in the United Kingdom) of resumption or compulsory purchase of land by the Crown. A modification of the English procedure of serving notice to treat is in force in Australia, under which notice of taking the land is published in the official gazette, and the land thereupon becomes vested in the Crown or some public authority, and the owner's rights are turned into a claim for compensation.

The Trustee Acts from 1850 onwards have been placed on most of the overseas statute books with more or less completeness. The practice of employing as trustees a public trustee and companies specially formed for doing business as trustees and executors is much more general overseas than in England. The Law of Property Bill contains a number of clauses in amendment of the Trustee Acts, and some of these, if they become law, will be found useful generally as models, but many are designed merely to remove doubts on points of practice, or are drafted in view of other parts of the Bill. The proposal (clause 98) to restrict the number of trustees of any one trust to four does not seem to have been found necessary yet in any overseas dominion.

There are few dominions now that have not adopted the Judicature Acts, 1873 and 1875, with more or less modification. In some cases, where not adopted entirely, portions (particularly those relating to assignment of *choses in action*) have been taken over into local statutes. In some cases, too, the principle of permitting the legal assignment of *choses in action* was anticipated overseas. Thus in 1860 in South Australia *choses in action* were made assignable at law without any notice being required to be given to the debtor: 1860, No. 6, s. 19. Most of section 25 of the Judicature Act, 1873, has only just been made part of the law of New South Wales, by being embodied in the recent Conveyancing Act, 1919, but law and equity still continue in New South Wales

to be administered on separate sides of the court. In Alberta a contract for sale of land is expressly made assignable " notwithstanding anything to the contrary therein contained " (Land Titles Act, Statutes of 1906, c. 24, s. 101), but this enactment seems to be unique. The principle of permitting assignments of *choses in action* at law has been extended and applied to transfers of mortgage by the Law of Property Bill; clause 79 proposes to allow all rights and powers of a mortgagee to be transferred, without any reference to the necessity of notice to the mortgagor or taking proceedings in the name of the transferor.

The body of statutes consisting of the Vendor and Purchaser Act, 1874, and the Conveyancing Acts, 1881 to 1911, have not, on the whole, been generally adopted overseas, though many individual dominions in Australasia, Canada and the West Indies have taken them over. Thus, there are Conveyancing Acts in Victoria and (though only recently) in New South Wales, in Ontario, and in Trinidad and Jamaica, drawn very largely from the English Acts. One important feature of these Acts is the system of implied covenants for title. This was anticipated in some cases by the dominions; in South Australia as long ago as 1843 (Act No. 15) covenants for title were by statute implied in all conveyances of land. Another feature of the Conveyancing Acts in England is the substitution of "fee simple" as words of limitation for "heirs" in conveyances of the fee. The Law of Property Bill proposes (clause 24) that the fee simple shall in future pass, without the necessity of using any words of limitation at all, by analogy to the law of wills. This reform has already been effected overseas—New Zealand (Property Law Act, 1908, s. 3), in Victoria (Real Property Act, 1918, s. 3), and in New South Wales (Conveyancing Act, 1919, s. 47). The Law of Property Bill also proposes (clause 24) that in future sealing alone shall not constitute a deed, but every deed must be signed; this has been enacted by section 38 of the New South Wales Act of 1919, with the additional requirement that the deed must be attested. In New Zealand, too, a deed must be signed and attested, and it is expressly enacted that "sealing is not necessary" (Property Law Act, 1908, s. 26). The Conveyancing Act, 1881, made the use of the word "grant" unnecessary in a conveyance, and this has been followed wherever the main provisions of the Act have been introduced; but the reform was anticipated in New Zealand as long ago as 1842. Indeed, with respect to New Zealand the year 1842 saw most of the conveyancing reforms introduced, though in successive consolidations of the statute law some changes have been made since. Several amendments of the Conveyancing Acts, besides those already referred to, proposed to be made by the Law of Property Bill have been anticipated overseas. Thus by clause 96 "month" in deeds, contracts, &c., is to mean "calendar month." This change has been effected in Victoria by an enactment now standing as section 59 of the Supreme Court Act, 1915, and in New South Wales by section 181 of the Conveyancing Act, 1919. Clause 86 proposes to allow the modification or discharge by judicial authority of restrictive covenants relating to land; this has been done both in Victoria (Real Property Act, 1918, s. 10) and New South Wales (Conveyancing Act, 1919, s. 88).

The Settled Land Acts have been the outcome of social and economic conditions that have not taken root overseas, and consequently these Acts as a whole have not found a place in many overseas statute books, though portions of them have occasionally been adapted to supplement provisions taken from the Settled Estates Act, 1877; there is, however, a Settled Land Act in Jamaica. The Act of 1877, not much used now in England, and proposed to be repealed by the Law of Property Bill, has been adopted as a model in a number of overseas dominions. Examples are Ontario (Settled Estates Act, Rev. Stat. 1914, c. 74), Victoria (Settled Estates and Settled Lands Act, 1915), and New South Wales (Part IV. of Conveyancing and Law Property Act, 1898).

The Married Women's Property Acts have been almost universally adopted overseas, and in some cases carried further, as by abrogating the ordinary rule governing gifts

to a husband and wife, who take separately by express enactment in (for example) Saskatchewan (Land Titles Act, 1917, s. 200), New South Wales (Married Women's Property Act, 1901, s. 26), and Victoria (Conveyancing Act, 1915, s. 53).

The Voluntary Conveyances Act, 1893, has found a place in most (though not all) overseas statute books. In Trinidad and in Jamaica the local statutes were only enacted in 1915 and 1916 respectively.

JAMES EDWARD HOGG.

(To be continued.)

## The Real Property Bill.

### III.

*The Creation of Equitable Estates.*—It is one of the main results of the Bill to emphasize the distinction, already fundamental in the law, between legal and equitable estates, and at the same time to place it on a new footing. The distinction, of course, had its origin in the diverse jurisdictions of common law and equity. Common Law Courts only recognised the legal estate. In order to obtain protection for his beneficial interest, the *cestui que trust* had to apply to the jurisdiction of the Chancellor. But this protection, once gained, was a protection against every person who was aware of the trust and sometimes, too, in cases where he was not aware of it. Hence arose all the doctrine of notice, actual and constructive, and hence arose the defence of *bona fide* purchase for valuable consideration without notice. Then came the Judicature Acts which fused the jurisdictions in law and equity—enabling all courts to pay regard both to legal and equitable rights, and giving prevalence, in case of conflict, to the doctrines of equity—but did not fuse the rights, and accordingly they have continued to be distinct to the present time, and this distinction will continue under the Bill, and will have statutory effect given to it. In this manner it will be strengthened, but at the same time equitable rights will lose to a large extent—they will not lose it altogether—the protection which the courts have hitherto afforded them on the ground of notice. They will be protected against the owner of the legal estate, but, in order to simplify transfer, they will not be protected against his transferees. Next to the assimilation of the real and personal estate, this is, perhaps, the most vital principle of the Bill.

The variety of equitable rights and interests has hitherto been even greater than the variety of legal estates. Under the Bill the variety of legal estates will be severely restricted, but the variety of equitable interests will be enlarged. Some of the more important estates which have hitherto been legal estates—estates for life and estates tail—will become equitable estates only; and personal property which has hitherto been the subject of absolute ownership only—except to a certain extent under trusts—will be capable of being entailed (clause 17). But these equitable interests will affect only the owner of the legal estate and the beneficiaries. With certain exceptions a person dealing with the owner of a legal estate will not be concerned with them. This change is effected by generalising two existing principles of conveyancing. At the present time a purchaser can take a title from trustees for sale without being concerned to inquire as to the application of the purchase money; and in the case of settled land he can—subject to some few difficulties arising under the Settled Land Acts—take a title from the tenant for life, provided there are trustees of the settlement for the purposes of those Acts. The draftsman has availed himself of these two principles in order to secure that there shall be a possibility of simplified transfer in all cases. All land is to be subject either to a trust for sale (express or statutory) or to a settlement. Where at present there is an existing trust for sale, then, as just pointed out, the assistance of the Bill is not required: the trustees can sell alone; where there is no existing trust for sale, then, in certain cases, this will be created by the Bill—this term is more convenient than referring to it as "the Act." One such case occurs in clause 3 (2); a personal representative is to hold on trust for sale, with power to postpone the sale. (Why does the draftsman say "with full power"? It is no doubt a common conveyancing expression, but is out of place in a statute. A power, unless restricted, is of course a full power). There are also others, but we do not find a general provision imposing a trust for sale on land subject to equitable interests. The same result is obtained by treating all such land as settled land, and it will accordingly be transferable in the same manner as settled land.

The above is the effect of clause 3 (2). This clause, if the Bill passes, will be of the greatest importance in settling the position under the new system both of existing equitable interests and of legal interests—such as tenancies for life—which will become equitable interests, and it requires the most careful study. Of course the absolute legal and beneficial ownership may be united in the same person. For that case no provision requires to be made. But directly there is a diversity between these two owner-



ships, clause 3 operates, and the land must either be subject to a trust for sale or be treated as subject to a settlement. In the former case it will be essential to discover who are the trustees for sale; in the latter, it will be essential to discover who is the tenant for life and who are the Settled Land Acts trustees. To some extent the ascertainment of these facts is facilitated by other parts of the Bill, and we assume that the draftsman has made sure that they shall always be readily ascertainable. But there will be the initial point—is the land subject to a trust for sale, or is it settled land or deemed to be settled land. Whether the land is really "settled" depends on the meaning of "settlement" under the Settled Land Acts (clause 175 (23)). When there is no express or statutory trust for sale, it will be deemed to be settled. This seems to exhaust all possible cases, though it would, perhaps, be too much to expect that all existing interests will readily sort themselves out into these categories. And although the ultimate object is to secure the simplification of the law, a good deal of complication and difficulty is likely to arise in the process.

And here we might utter a warning against the too ready acceptance of the statement which appears near the end of the memorandum prefixed to the Bill—

"Though the Bill, as a whole, is long, the greater part of it consists of provisions for the abolition of the existing law. The working machinery which will ultimately be left will be short, and, as compared with the mass of statute and other law actually repealed or rendered obsolete, will be wholly insignificant. In fact the length of the Bill is entirely attributable to the complexities of the law which it is intended to simplify."

Whether, apart from the abolition of the copyhold and other customary theories, there is any considerable getting rid of existing law we prefer to leave for more mature consideration. Our present impression is that there is not. There is a redistribution of rights and interests in land; legal rights are simplified and equitable rights are made more multifarious; and as between vendor and purchaser there will be a great simplification, depending rather on this redistribution than on any abolition of existing law. We do not overlook the repeal of the Statute of Uses—a small matter as regards the length of the statute, though great enough in its influence on judgment and conveyancers' law. And there is the abolition, to a large extent, of the equitable doctrine of notice to which we have referred above. But these matters account for very little of the length of the Bill. They are the result of the short enunciation of a few general principles, and it is here that the merits of the Bill are to be found. We do not suggest that the rest is not useful, though the Bill seems to have been overloaded with detail. Its great length is due, not to provisions for abolishing the existing law, but to provisions introduced in order to stop gaps in it. Some of them are to be found even in Part I. (Assimilation), which ought to be confined to general principles. Such is clause 21 (protection of purchasers from death duties) and clause 25 (execution of instruments by corporations). These are conveyancing matters which are out of place in Part I. and tend to spoil it as a succinct statement of estates and interests in land and their relations *inter se*. Then it is curious that in clause 24 the necessity of words of limitation in conveying the fee simple is abolished. This reform, which has been urgent for many years, has already been effected by clause 1, which assimilates the fee simple to a chattel real. Clause 26, which explains the effect of vesting orders, may be required, but *prima facie* this is not obvious; and it seems unnecessary to provide in clause 27 for modes of conveying legal estates. These will be chattels real, and there will be no difficulty in assigning them. And there is much else in Part I. which we suggest is either altogether needless or should be transferred to Part III., which deals with the Conveyancing Acts. Then, as regards Parts II., III., and IV., amending the Settled Land, Conveyancing and Trustee Acts, so far from there being any abolition of existing statute law, there is a great increase, the object apparently being to provide a remedy for every inconvenience which experience has found in the existing Acts.

This, no doubt, save where it aims at too great minuteness, is praiseworthy, but it is all out of place in the present Bill. Take, for instance, the proposed amendments of the Settled Land Acts. The chief inconvenience which has arisen in the working of these has been occasioned by compound settlements. This is now met by clause 51, which makes the trustees of the original settlement the trustees of the compound settlement; and clause 52, which deals similarly with referential settlements. But most of the clauses in this Part are an elaboration of the existing law, and are quite foreign to the main purpose of the Bill. In our view they are too minute. It is useless to attempt to create a tenant for life in all cases, and the gaps can be filled, as in clause 58, by giving the trustees power to sell. And we doubt the wisdom of adding all the details of clause 67 to the existing provisions as to application of capital money in improvements. So far from shortening the existing law, all these provisions substantially

increase it. If shortening and simplifying were really the object of the Bill, much greater powers would have been conferred on the tenant for life and the trustees. There would have been an end of all these petty regulations, and the tenant for life alone, or he and the trustees, would have been left to exercise all the powers of an absolute owner, subject, if necessary, to reference to the court. We still hope that the Bill may be shorn of all this extraneous matter, and become really a Bill for assimilating real to personal property and simplifying dealings in land. It would be possible to concentrate attention on Part I., which is all that immediately matters, and make a useful measure of it. The details which fill the rest of the Bill could then be dealt with separately. As it is, there is small chance of their obtaining adequate consideration, and there is no need for dealing at present with the Land Transfer Acts. The immediate need is to pass Parts V. and VI., which abolish copyhold tenure, and enact the assimilation of real and personal estate in a simplified form of Part I. This should include the abolition of the doctrine of tenure, and the conversion of the fee simple into absolute ownership.

(To be continued.)

### Books of the Week.

**The American Bar Association.**—Report of the Forty-second Annual Meeting of the American Bar Association, held at Boston, Mass., 3rd, 4th and 5th September, 1919. CHAS. A. MORRISON, Official Reporter. The Lord Baltimore Press, Baltimore.

**French Law.**—French Company Law (Sociétés Anonymes). A Practical Handbook for Lawyers and Business Men, English and Foreign Companies in France. By PIERRE PELLERIN, Licencié en Droit and Barrister-at-Law. Stevens & Sons (Limited). 7s. 6d. net.

**The French Law of Wills, Probate, Administration, and Death Duties.** Of the Estates of Deceased Englishmen Leaving Property in France. By PIERRE PELLERIN, Licencié en Droit and Barrister-at-Law. Third Edition. Stevens & Sons (Limited). 5s. net.

**Meetings.**—The Law of Meetings. By JAMES MUIRHEAD, Member of the Faculty of Procurators in Glasgow. Wm. Hodge & Co. (Limited). 7s. 6d.

## CASES OF LAST SITTINGS.

### High Court—Chancery Division.

**Re OLYMPIC FIRE AND GENERAL RE-INSURANCE CO. (LIM.). POLE'S CASE.** P. O. Lawrence, J. 12th and 18th Feb.; 3rd March.

COMPANY—UNDERWRITING CONTRACT—SUB-UNDERWRITING—AUTHORITY TO APPLY FOR SHARES—IRREVOCABILITY—AUTHORITY COUPLED WITH AN INTEREST.

Where a sub-underwriting contract is entered into in the usual form, and a cheque is sent to the underwriters for the shares sub-underwritten, but the application form to the company for the shares is not forwarded, this is an authorization to the underwriters to apply for the shares in the name of the sub-underwriter.

Where the sub-underwriting contract provided that the application should be irrevocable, the rule as to being able to withdraw an application for shares before allotment was held not to apply.

Carmichael's case (1896, 2 Ch. 643) applied.

This was a motion under section 32 of the Companies (Consolidation) Act, 1908, to rectify the register of members by removing the name of the mover therefrom, and for repayment of the sum paid by him for his shares, on the ground that there never was any contract between him and the company to take the shares, either because he never applied for them, or because, if he applied for them, he withdrew his application before allotment. The company was incorporated in 1919, and it was arranged that a prospectus should be issued offering part of the share capital for public subscription. The company made a contract with the Angel Trust to underwrite certain of the shares. In anticipation of their underwriting contract, the trust had procured certain sub-underwriting contracts to be signed, including one by the mover, which was the usual modern form addressed to the trust, and providing that, for the consideration below stated, he agreed to subscribe at par, or procure responsible subscribers, for certain shares, and to hand the underwriters an application for his shares, together with his cheque. The sub-underwriters were only to have their proportion of the amount not allotted to the public, and the trust was to pay a commission, and the application was to be irrevocable. The mover handed that underwriting contract and his cheque to the trust, and they cashed his cheque; but he did not sign an application form or himself apply to the company for the shares. The prospectus was issued, and the shares not well taken up by the public, and the trust wrote to the mover that they had passed on his cheque and application to the company, who would now proceed to allot him his shares. What had in fact happened was that the trust had verbally applied to the company for allotments in respect of themselves and their sub-underwriters

(including the mover), and by one cheque had paid the company the total sum for the lot, and the company therefore went to allotment, and allotted the mover his shares. Later his solicitors wrote withdrawing his application for shares, and demanding the return of his deposit. The company did not answer, except to send him the formal notice of allotment, and therefore these proceedings were launched.

P. O. LAWRENCE, J., in the course of a considered judgment and after stating the facts, said: I come to the conclusion on the facts on the first point, that the parties to the sub-underwriting contract waived the stipulation that Mr. Pole should hand the trust a written application by him for the shares, and authorized the trust to apply for shares in his name and on his behalf, and the fact that they made a verbal and not a written application on his behalf is immaterial. On the second point, I hold that the general rule, that an applicant for shares can withdraw his application at any time before he has received notice of allotment, does not apply in this case. The fifth clause of the sub-underwriting contract is a continuing and irrevocable authority to the trust to apply for the shares in Mr. Pole's name, and on his behalf, which he cannot withdraw. The principle of *Carmichael's case* (1896, 2 Ch. 643) applies. The motion, therefore, is dismissed with costs.—COUNSEL, *Owen Thompson, K.C.*, and *C. A. Bennett; Ward Coldridge, K.C.*, and *J. F. Carr*. SOLICITORS, *E. O'Connor & Co.; Churchill, Smallman, & Co.*

[Reported by LEONARD MAY, Barrister-at-Law.]

**Re MACARTNEY. BROOKHOUSE v. BORMAN.** P. O. Lawrence, J. 3rd and 10th March.

**WILL**—SPECIFIC BEQUESTS OF EXCHEQUER BONDS AND 4½ PER CENT. WAR LOAN—CONVERSION INTO 5 PER CENT. WAR LOAN—ADEMPTION.

Specific bequests of Exchequer Bonds and 4½ per cent. War Loan are not adeemed by their conversion by the testator into 5 per cent. War Loan, for such conversion is not a purchase, but an exchange.

The Treasury rules issued under the War Loans Acts are statutory rules, having the force of statutory provisions.

This was a summons to determine (*inter alia*) whether certain specific bequests of Exchequer Bonds and 4½ per cent. War Loan had been adeemed by their conversion into 5 per cent. War Loan. The testatrix had bequeathed to the Ethical Society £600 of her 5 per cent. Exchequer Bonds and to the Cancer Research Institute and Cancer Hospital all her holding in 3½ per cent. (1925-1928) and 4½ per cent. (1925-1945) War Loan equally. There was a residuary gift in her will, which had been made on 15th December, 1916. The War Loan Act, 1916, came into operation on 22nd December, 1916. The testatrix at the date of her will was possessed of £100 3½ per cent. War Loan, £600 5 per cent. Exchequer Bonds, and £1,000 4½ per cent. War Loan, and on 17th February, 1917, she exchanged the Exchequer Bonds and the 4½ per cent. War Loan respectively for 5 per cent. War Loan in accordance with the official prospectus issued by the Treasury on 16th January, 1917, to the effect that holders of (*inter alia*) Exchequer Bonds, 1921, and 4½ per cent. War Loan might convert their holdings as on 16th February, 1917, with accrued interest, and receive 5 per cent. War Loan at the rate there set forth. The testatrix died in 1919. She had not converted her 3½ per cent. War Loan. The War Loan Act, 1915, s. 1, sub-section (4), provides that the Treasury may make rules for carrying into effect the provisions of the Act as to the exchange of securities and may by those rules provide, with the necessary modifications, for the matters for which provision could be made under section 29 of the National Debt (Conversion) Act, 1888, and may also by these rules apply, with such modifications as may be necessary, any of the provisions of Part IV. of the Act (whether repealed or not) which they may think it expedient to apply. The War Loan (Exchange of Securities) Rules, 1917, issued by the Treasury in accordance with the above section, as applied by section 1 (2) of the War Loan Act, 1916, provide that the expression "new securities" means the stocks or bonds of 5 per cent. War Loan, 1929 to 1947, or the 4 per cent. War Loan, 1929-1942, and the expression old securities means any securities which under the Act or arrangements made by the Treasury thereunder may be exchanged for new securities. Rule 4 provides that, in any Act passed or instrument executed before the passing of the Act (that is, the War Loan Act, 1916), reference to any old securities may, if the securities are exchanged for new securities, be construed as a reference to any new securities received in exchange therefor; and in case of any instrument executed before the date of these rules, any disposition which, but for the provision of the Act and these rules, would have operated as a specific bequest of any such securities shall, if the same are so exchanged, be construed as a specific bequest of the amount of new securities for which the same is exchanged.

P. O. LAWRENCE, J., after stating the facts, said: In whatever form the conversion is carried into effect, the transaction in substance is an exchange of old securities for new securities. The rules of 1917 issued by the Treasury were authorized by the War Loans Acts, 1915 and 1916, and incorporated the provisions of Part IV. of the National Debt (Conversion) Act, 1888, and are therefore statutory rules and have the force of statutory provisions. The fourth rule expressly provides that in the case of any testamentary disposition executed before the date of the rules, any disposition which, but for the provisions of the Act—that means the Act of 1916—and the rules, would have operated as a specific bequest of any such securities—that means old securities—should, if the same were so exchanged, be construed as a specific bequest of the amount of new securities for which the same were exchanged. It

is suggested that the transaction is a purchase and not an exchange, but that is not the true view of the transaction, which is clearly one of exchange. There has therefore been no adeemption of the specific bequests, and the charities are entitled to the 5 per cent. War Loan into which the 4½ per cent. War Loan and Exchequer Bonds have been respectively converted.—COUNSEL, *G. M. Hudyara; Jenkins, K.C.; Ashworth James; R. M. Pattinson; Owen Thompson, K.C.*, and *Whitmore Richards*. SOLICITORS, *J. C. Brookhouse; Farrer & Co.; Radford & Frankland*.

[Reported by LEONARD MAY, Barrister-at-Law.]

## Probate, Divorce and Admiralty Division.

**HOPKINS v. BULBECK AND OTHERS.** Horridge, J. 10th March.

**PROTECTION ORDER—CONCEALMENT OF FACTS—SETTING ASIDE—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. c. 85), s. 21.**

A married woman in 1872 obtained a protection order from a magistrate on the ground of the alleged desertion of her husband by fraudulently concealing the real facts of the case. The effect of that order was to give the wife the position of a feme sole, so that she could dispose of her property as if her husband was already dead, and in the event of an intestacy her estate would pass to her next-of-kin and heirs-at-law. No notice was given to the husband of the application to the magistrate, and the husband did not know of the protection order until after his wife's death. On proof of the facts the Court set aside the protection order.

The facts in this case sufficiently appear from the judgment. Counsel for the plaintiff cited and discussed the Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), s. 21; the Matrimonial Causes Act, 1858 (21 & 22 Vict. c. 108), ss. 6-10; Divorce Rules, 124, 125 and 197; *Mudge v. Adams* (1881, 6 P. D. 54); *Mahoney v. McCarthy* (1892, P. 21). The case was undefended.

HORRIDGE, J., in his judgment, said:—This resolves itself into an application to set aside a protection order obtained by the wife of the present plaintiff. That order was made under section 21 of the Matrimonial Causes Act, 1857, and was made on the ground that the plaintiff had deserted his wife since 18th August, 1872. The order was made in the absence of the husband and without notice to him. It was now said that the order was obtained by fraud and suppression of material facts. It has been proved before me that the plaintiff married Mary Hopkins, then Chorley, in April, 1872. In July she gave birth to twins, and on 20th August, 1872, she left the plaintiff without giving any reason. The plaintiff did his best to find her, but she disappeared, and took great care to conceal her whereabouts. Both in London and Midhurst she even darkened her rooms so as to conceal herself from her husband. She came into contact with John Robert Sayer and saw a great deal of him. He was the clerk at Bow-street who drew up the protection order, and she made him her residuary legatee under her will. In these circumstances, it is quite clear that the plaintiff never deserted his wife, and that the fact that they were living together on 18th August, 1872, was concealed from the magistrate who made the order. I have no hesitation in saying that the protection order must be set aside.—COUNSEL, for the plaintiff, *Clifford Mortimer*. SOLICITOR, *H. G. Kenyon, for Albery, Lucas, & Beresford, Midhurst*.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

## Court of Criminal Appeal.

**REX v. CHARLES WOOD.** Earl of Reading, C.J., Darling and Sankey, J.J. 1st March.

**CRIMINAL LAW—EVIDENCE—PRISONER'S CHARACTER PUT IN ISSUE—CROSS-EXAMINATION BY COUNSEL FOR CROWN—EVIDENCE OF CONVICTION OF OFFENCE POSTERIOR TO THE OFFENCE THE SUBJECT OF THE TRIAL—ADMISSIBILITY—CRIMINAL EVIDENCE ACT, 1898 (61 & 62 VICT. c. 36), s. 1 (f).**

Where a person charged asks questions, by his advocate, of the witnesses for the prosecution with a view to establish his own good character, or calls evidence of good character, he may, if he goes into the witness-box, be asked questions tending to show that he has been convicted for an offence which in fact was committed subsequently to the one which is the subject of the trial. The material time for showing that he is not of good character is the time of the trial.

Appeal against conviction and sentence. The appellant, Charles Wood, was charged at the Middlesex Sessions on two counts with indecent assault. He was first tried on 7th February, 1920, on a count which charged him with committing the offence at 8 o'clock on the night of 29th November, 1919, and convicted. On 9th February, he was tried before a separate jury on the second count, which charged him with a similar offence relating to another woman at 7 o'clock in the evening on 29th November. At this second trial the appellant's counsel cross-examined a witness for the prosecution with regard to the appellant's character previous to 29th November, 1919. The appellant went into the witness-box and gave evidence for the defence. He was then cross-examined by counsel for the prosecution, who elicited evidence of the conviction of the appellant on the first count, which related to an



offence which was committed later in point of time than the one of which he was then being tried. He was convicted and sentenced to seven months' imprisonment on each conviction, the sentences to run consecutively. He appealed, and it was submitted on his behalf that evidence of offences committed later in point of time than the offence for which he was then being tried ought not to have been admitted, because it was an infringement of section 1 (f) of the Criminal Evidence Act, 1898, which provides that "a person charged and called as a witness in pursuance of this Act shall not be asked, and if asked, shall not be required to answer, any question tending to shew that he has committed or been convicted of or been charged with any offence other than that wherewith he is then charged, or is of bad character, unless . . . (ii.) he has personally or by his advocate asked questions of the witnesses for the prosecution with a view to establish his own good character . . ." It was also urged that the sentences should be made concurrent.

Earl of READING, C.J., delivered the judgment of the Court. After referring to the facts, and dealing with various points raised on behalf of the appellant, he said that the last point taken by counsel for the appellant was that evidence was admitted on the second trial, that the appellant had been convicted of an offence which, in fact, was later than the offence of which he was then being tried. Counsel complained of the cross-examination of the appellant. But it was a perfectly legitimate cross-examination, and was within section 1 of the Criminal Evidence Act, 1898. The Legislature meant to give a person charged the benefit of being tried as if he was a man against whom nothing was known. For the first time, a person charged with an offence was allowed to give evidence, and the section was passed to prevent the prisoner being prejudiced by cross-examination which was admissible in other cases, to test the credibility of the witness. But if the defence gave evidence that the prisoner was a man of good character, whereas he was a man of bad character, then they were asking the jury to try the case on a false ground, and the prosecution were not only entitled, but bound to shew that he could not be placed on such a high pedestal. It was said that the cross-examination was in respect of an offence committed subsequently to the offence of which the appellant was then being tried. But it all went to shew that the prisoner was not of good character at the time of the trial. That was the material time, and there was no ground for objection to the cross-examination. The appeal against the conviction must be dismissed. With regard to the sentences, the Court thought that in the circumstances the sentences should be made concurrent.—COUNSEL, *F. J. Newman*, for the appellant; *G. D. Roberts* (Roland Oliver with him), for the Crown. SOLICITORS, *Breeze & Wyles*, for the appellant; *Director of Public Prosecutions*, for the Crown.

[Reported by T. W. MORRIS, Barrister-at-Law.]

## New Orders, &c.

### New Statutes.

On 31st March, the Royal Assent given to—  
The Coinage Act, 1920.  
The Coal Mines (Emergency) Act, 1920.  
The War Emergency Laws (Continuance) Act, 1920,  
and to several private Acts.

### The Aliens Order, 1920.

Notice is hereby given, under the Rules Publication Act, 1893, that the Lord Chancellor, in pursuance of the powers conferred on him by section 29 of the Summary Jurisdiction Act, 1879, proposes to make Rules for the purpose of carrying into effect Article 12 (6) (b) of the Aliens Order, 1920.

Copies of the draft rules may be obtained from the office of the Lord Chancellor, House of Lords, S.W.

31st March.

[Gazette, 2nd April.

## The Acquisition of Land (Assessment of Compensation) Act, 1919.

FEES PAYABLE UNDER SECTION 3 (6) OF THE ACQUISITION OF LAND (ASSESSMENT OF COMPENSATION) ACT, 1919, IN RESPECT OF PROCEEDINGS BEFORE OFFICIAL ARBITRATORS.

In pursuance of the powers conferred on Us by Section 2 and Section 3 of the Public Offices Fees Act, 1879, We, being Two of the Lords Commissioners of His Majesty's Treasury, hereby give notice, order, and direct as follows:—

(i) The fees for the time being payable under Section 3 (6) of the Acquisition of Land (Assessment of Compensation) Act, 1919, in respect of proceedings before Official Arbitrators shall be payable:—

(a) in the case of applications for the selection of an Arbitrator by means of an adhesive stamp, affixed to the application;

(b) in the case of the award of an Arbitrator by means of a stamp impressed on the award of the Arbitrator.

(ii) The adhesive stamp to be affixed to applications shall be overprinted with the words "Official Arbitration (Land)."

(iii) The impressed stamps shall be of such design and character as the Commissioner of Inland Revenue may from time to time adopt for the purpose.

(iv) The adhesive stamps shall be cancelled in black indelible ink by a hand stamp bearing the word "Cancelled" and the date of cancelling or otherwise as the Commissioners of Inland Revenue may from time to time direct.

JAMES PARKER,

J. TOWYN JONES,

Two of the Lords Commissioners  
of His Majesty's Treasury.

[Gazette, 2nd April.

29th March.

## Air Navigation.

### ORDER OF THE SECRETARY OF STATE UNDER THE AIR NAVIGATION ACTS, 1911 TO 1919.

In pursuance of the powers conferred on me by the Air Navigation Acts, 1911 to 1919, and all other powers enabling me in that behalf, I, the Right Honourable Edward Shortt, one of His Majesty's Principal Secretaries of State, by Order, make the following regulation amending the Air Navigation Regulations, 1919:—

Regulation 5 (2) (d) of the Air Navigation Regulations, 1919, shall have effect as though after the word "regulations" there were inserted the following:—

"Provided that the Secretary of State may, on application being made to him, grant licences to firms engaged in the aircraft industry authorizing the dropping of packages by parachutes from aircraft on to dropping grounds approved by him for the purpose, subject to such conditions and for such time as may be specified in the licence, and subject also to any directions issued by the Secretary of State for the purpose of supplementing or giving full effect to this proviso."

E. SHORTT,

One of His Majesty's Principal Secretaries of State.

Home Office, London, 30th March, 1920.

[Gazette, 2nd April.

## County Court, England, Procedure.

(Continued from page 397.)

### ORDER XII.

#### INTERLOCUTORY AND INTERIM ORDERS AND PROCEEDINGS.

Order XII., Rule 9, and Forms 89 to 91 are hereby annulled, and the following rule and the forms in the appendix shall stand in lieu thereof, viz.:—

42. Order XII., Rule 9. Deposit may be ordered where defendant neither residing nor carrying on business within 20 miles from court files affidavit of defence on merits.—(1) Where a defendant neither resides nor carries on business within a distance of twenty miles from the court in which the plaint is entered, he may make an application to the registrar in accordance with this rule for an order directing the plaintiff to deposit in court a sum of money as security for the costs of the defendant.

(2) The application shall be in accordance with the form in the appendix [Form 89], and shall be filed with the registrar, by post or otherwise.

(a) Where a defendant to a default summons delivers a notice of defence with such notice; or

(b) Where a defendant to a special default summons delivers an affidavit of defence with such affidavit; or

(c) In any other case, seven clear days at least before the return day of the summons;

and shall in case (a) or case (c) be accompanied by an affidavit stating that the defendant intends to defend the action and has a good defence thereto on the merits, and stating shortly the grounds of his defence.

(3) The registrar shall duly consider the allegations in the affidavit filed by the defendant or in his affidavit of defence, and may in his discretion either refuse or grant the application.

(4) If the registrar refuses the application, he shall send notice to the defendant by post according to the form in the appendix [Form 90].

(5) If the registrar grants the application, he shall send to the plaintiff by post a notice according to the form in the appendix [Form 91], calling upon him to deposit in court within three clear days from the date of the notice such a sum as the registrar, having regard to all the circumstances of the case, may direct.

(6) Where a deposit is required, then—

(a) If the deposit is duly made, the registrar shall send notice to the defendant according to the first paragraph of the form in the appendix [Form 91A];

(b) If the deposit is not duly made, the registrar shall send notice to the defendant according to the second paragraph of the form in the appendix, and in that case the action shall be struck out.

(7) Provided that if the deposit is not duly made, the court may on good cause shown order the action to be reinstated on such terms as it may think just, and may adjourn the trial, and on the deposit being made the registrar shall send notice thereof to the defendant and direct him to attend on the day fixed for the trial.

### ORDER XIV.

#### AMENDMENT.

The following rule shall stand as Order XIV., Rule 12a. viz.:—

43. Order XIV., Rule 12a. Amendment of default or special default summons, 51 & 52 Vict., c. 43, s. 87. 9 & 10 Geo. 5, c. 73, s. 8.—The judge, or the registrar in cases within his jurisdiction, shall have power



to amend the particulars of claim in an action commenced by a default summons or a special default summons by substituting or adding in the alternative or otherwise any claim or claims which could be added or substituted by amendment if the action had been commenced by an ordinary summons; and where any such amendment is made the action shall proceed as if it had been commenced by an ordinary summons, upon such terms as to costs or otherwise, and subject to such conditions, as the judge or registrar may think just.

#### ORDER XVIII. EVIDENCE.

##### Examinations.

The following rule shall stand as Order XVIII., Rule 33, viz.:-

44. *Order XVIII., Rule 33. Application for examination of witnesses abroad.*—An application for an order for a commission, request or order for the examination of witnesses out of England and Wales shall be made to the High Court in manner prescribed by rules of the Supreme Court.

#### ORDER XXA.

##### REFERENCE FOR INQUIRY AND REPORT.

45. *Order XXa., Rule 1. Reference of action for matter for inquiry and report, 9 & 10 Geo. 5, c. 73, s. 6. Form 134b.*—(1) Where pursuant to section six of the County Courts Act, 1919, the judge, with the consent of the parties, refers any action or matter or any question arising therein to the registrar or a referee for inquiry and report, the order of reference shall be according to the form in the appendix.

(2) Subject to any order of the judge as to the conduct of the reference.

- (a) the registrar shall hold the inquiry at the court house or at his office, or may hold it at or adjourn it to any place which he may deem most convenient to the parties;
- (b) a referee other than the registrar may hold the inquiry at or adjourn it to any place which he may deem most convenient to the parties;
- (c) the registrar or referee may have any inspection or view which he may deem expedient;
- (d) evidence shall be taken and the attendance of witnesses may be enforced by subpoena, and the inquiry shall be conducted in the same manner, as nearly as circumstances will permit, as trials are conducted before the judge;
- (e) the registrar or referee shall have the same authority, with respect to discovery and production of documents and in the conduct of the inquiry, as the judge;
- (f) nothing in this rule shall authorize the registrar or referee to commit any person to prison or to enforce any order by attachment or otherwise;
- (g) the registrar or referee may submit any question arising in the reference for the decision of the judge, or state any facts specially with power to the judge to draw any inferences therefrom, and in such case the order to be made on such submission or statement shall be entered as the judge shall direct; and the judge may require any explanation or reasons from the registrar or referee, and may remit the action or matter or any part thereof to him for further consideration, or decide the question referred on the evidence taken before the registrar or referee, with or without additional evidence, as the judge may direct;
- (h) The report shall be made in writing and filed in the court, and shall be open to inspection by the parties, and the registrar or referee shall as soon as the report is filed give notice to all parties by post;
- (i) where the report has been made and the further consideration of the action or matter has been adjourned to a day named, any party may apply on the day named to the judge to adopt the report, or may give four days' notice of an application to come on on that day to vary the report or remit the same or any part thereof for further inquiry or report; or if the further consideration has not been adjourned to a day named any party may on four days' notice apply to the court to adopt the report or to vary the same or remit the same or any part thereof for further inquiry and report.

(3) On consideration of the report or the further report, if any, the judge may give such judgment and make such order in the action or matter as may be just, without prejudice to any right of appeal.

#### ORDER XXII.

##### TRIAL.

*Order XXII., Rule 7, is hereby annulled, and the following Rule shall stand in lieu thereof, viz.:-*

46. *Order XXII., Rule 7. Where neither party or one party only appears on default or special default summons.*—Where a default summons or a special default summons has been issued and a notice or an affidavit of defence has been delivered, and neither the plaintiff nor the defendant appears when the action is called on, the action shall be struck out; and where the defendant appears and the plaintiff does not appear, the action, subject to the proviso to section eighty-eight of the Act, shall be struck out, and costs may be ordered against the plaintiff as in the last preceding rule mentioned; and where the plaintiff appears and the defendant does not appear, judgment may be entered for the plaintiff without further proof and, subject to the provisions of these rules as to admissions, the amount shall be ordered to be paid at such time or times

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and by such instalments as the court shall think fit, or, where judgment is entered for a sum exceeding twenty pounds, exclusive of costs, the amount for which judgment is entered shall be ordered to be paid either forthwith or within fourteen days, or at such time or times and by such instalments as the plaintiff may have already agreed to accept or may agree to accept at the time of entering judgment.

*Order XXII., Rule 25, is hereby annulled, and the following rule shall stand in lieu thereof, viz.:-*

47. *Order XXII., Rule 25. Where registrar authorized to hear disputed claims. 9 & 10 Geo. 5, c. 73, s. 5 (1).*—Where a registrar is authorized by the judge to hear and determine any disputed case in which the sum claimed or the amount involved does not exceed five pounds, he shall when any such case is called on before him ascertain whether the parties consent to have the case heard by him.

#### ORDER XXIIA.

THE COUNTY COURTS ACT, 1903.

[3 Edw. 7, c. 42.]

*Order XXIIA., Rule 8, is hereby annulled, and the following Rule shall stand in lieu thereof, viz.:-*

48. *Order XXIIA., Rule 8. Admissions.*—*Order IX., Rule 3, paragraph 2, and Rule 5, as to admissions, shall be read as if the words "ten clear days" were substituted therein for the words "five clear days."*

*Order XXIIA., Rule 22, and Form 41A, paragraph 2, are hereby annulled, and the following rule and the form in the appendix shall stand in lieu thereof, viz.:-*

49. *Order XXIIA., Rule 22. Fixing day for trial of special default summons.*—(1) Where a special default summons is issued and the defendant delivers an affidavit of defence, or is let in to defend, the registrar of the home court shall on the delivery of the affidavit, or on the making of the order letting the defendant in to defend, send to the registrar of the foreign court a letter according to the form in the appendix [Form 41A (2)], requesting him to fix a day for the trial; and immediately on the receipt of such letter the registrar of the foreign court shall fix a day accordingly, such day to be so fixed as to allow at least ten clear days' notice to be given of the day so fixed, and shall send to the registrar of the home court a letter according to the form in the appendix [Form 41B], informing him of the day on which he has fixed that the trial shall take place; and on the receipt of such letter the registrar of the home court shall send to the plaintiff and defendant notice of trial according to the forms in the appendix [Forms 39, 40 (2)], and shall annex to such notice a notice according to the form in the appendix [Form 41C].

(2) Provided that where the defendant instead of delivering an affidavit of defence delivers an admission of the whole of the plaintiff's claim, the action shall not be sent for trial to the foreign court, but shall remain and be disposed of in the home court. And where after the registrar of the home court has requested the registrar of the foreign court to fix a day for the trial of a special default summons, but before notice has been sent to the parties, the defendant delivers an admission of the whole of the plaintiff's claim, the action shall not be sent for trial to the foreign court, but shall remain and be disposed of in the home court, and the registrar of the home court shall send a letter to the registrar of the foreign court informing him that the admission has been delivered and that the action will be retained and disposed of in the home court.

#### ORDER XXIIb.

REGISTRAR'S COURTS.

50. *Order XXIIb., Rule 1. What actions may be entered at registrar's courts. 51 & 52 Vict. c. 43, ss. 90, 92.*—(1) Subject to the provisions of this rule, and to any general or special directions of the judge,

(a) any action founded on contract and commenced by ordinary summons, in which the registrar may by leave of the judge, or in case of the judge's death or unavoidable absence, enter judgment

under section ninety or section ninety-two of the Act if the defendant does not appear, or appears and admits the claim; and

(b) any action commenced by ordinary summons in which the sum claimed or the amount involved does not exceed five pounds, if the judge has given leave to the registrar under sub-section one of section five of the County Courts Act, 1919 (9 & 10 Geo. 5, c. 73), to hear and determine such cases on the application of the parties, may be entered for hearing at a registrar's court.

Provided that—

(i) no such action shall be so entered if the defendant or any of the defendants (if more than one) neither resides nor carries on business within the district of the court, except in the cases provided for by section eighty-four of the Act; and

(ii) where a registrar's court is appointed to be held at a place other than the place at which the court is held by the judge, the registrar shall, before entering any action for hearing at that court, have regard to the comparative convenience to the parties of access to that place or to the place where the court is held by the judge; and

(iii) Where at the time of the entry of a plaint for a sum exceeding five pounds the registrar is informed or has reason to believe that the action is likely to be defended, the action shall be entered for hearing at a court to be held by the judge.

(2) The preceding paragraph of this rule shall apply to the fixing of the day for the hearing of any action for a sum not exceeding five pounds commenced by a default summons in which the defendant has delivered a notice of defence, or for disposing of any action commenced by a default or special default summons in which the defendant has delivered an admission of the whole of the plaintiff's claim.

51. *Order XXIIb., Rule 2.—(1) Notice to parties of trial at registrar's court.*—Where any action is entered or fixed for hearing at a registrar's court, the plaint note and summons in the case of an ordinary summons, or the notice of trial in the case of a default or special default summons, shall state that the court will be held before the registrar only; and a notice according to the form in the appendix [Form 46A] shall be annexed to the plaint note or notice of trial given or sent to the plaintiff, and to the summons or notice of trial to be served on or sent to the defendant.

(2) *Notice by either party desiring trial before judge.*—If any party to the action desires to have the same tried by the judge, he shall give notice of his desire to the registrar within four clear days of the receipt of the notice referred to in the preceding paragraph.

52. *Order XXIIb., Rule 3. Adjournment from registrar's court for trial before judge.*—(1) Where in an action for a sum exceeding five pounds entered or fixed for hearing at a registrar's court

(a) either party gives notice in accordance with the last preceding rule that he desires to have the action tried by the judge; or

(b) any defendant gives notice of any defence or of any set-off or counter-claim exceeding the sum of five pounds; or

(c) any defendant pays into court a sum less than the full amount claimed in satisfaction of the claim, or delivers an admission of liability for a part only of the amount claimed, and the plaintiff does not before or at the hearing give notice that he accepts the amount paid into court or admitted in satisfaction of his claim; or

(d) any defendant files a notice of claim to contribution or indemnity against a person not a party to the action; or

(e) any party gives notice of demand for a jury; or

(f) the registrar is otherwise informed that the action is likely to be defended; or

(g) either party at the hearing states that he desires to have the action tried by the judge,

the registrar shall adjourn the hearing of the action to the next convenient court at which the judge will be present, and shall give notice to the parties of the place at which and the day and hour on and at which the hearing is to take place.

(2) Where in any action entered or fixed for hearing at a registrar's court the sum claimed or the amount involved does not exceed five pounds, and

(a) either party gives notice in accordance with the last preceding rule that he desires to have the action tried by the judge; or

(b) any defendant gives notice of any set-off or counter-claim exceeding five pounds; or

(c) any defendant files a notice of claim to contribution or indemnity against a person not a party to the action; or

(d) either party at the hearing states that he desires to have the action tried by the judge,

the registrar shall adjourn the hearing in accordance with the last preceding paragraph of this rule.

(3) Provided that if any party states at the hearing that he desires to have the action tried by the judge without having given notice of his desire in accordance with the last preceding rule, he may be ordered to pay any costs properly incurred by the other party in consequence of such notice not having been given.

53. *Order XXIIb., Rule 4. Other business at registrar's courts.*—The registrar may at a registrar's court hear any application and transact any business and exercise any other jurisdiction which he is authorised to hear or transact or exercise at a court at which the judge is present.

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or at his office; but before fixing any such business for any such court appointed to be held at a place other than the place where the court is held by the judge, the registrar shall have regard to the comparative convenience to the parties of access to that place or to the place where the court is held by the judge.

#### ORDER XXIII.

##### JUDGMENTS AND ORDERS.

The following rule shall stand as Order XXIII., Rule 7a, viz.:—

54. *Order XXIII., Rule 7a. Where money under judgment or order to be paid to the other party.* 9 & 10 Geo. 5, c. 73, s. 18.—Where pursuant to section eighteen of the County Courts Act, 1919, money payable under a judgment or an order is at the time when the judgment or order is given or made directed to be paid by one party to the other party or his solicitor instead of being paid into court, a direction to that effect shall be inserted in the judgment or order. Any such direction, if not given at that time, may be given subsequently, in which case an order shall be prepared and served in accordance with the last preceding rule.

Order XXIII., Rule 8, is hereby annulled, and the following rule shall stand in lieu thereof, viz.:—

55. *Order XXIII., Rule 8. When order on default summons need not be served.*—Where judgment is entered against a party served with a default or special default summons no order need be drawn up or served unless the judgment is for payment by instalments or for payment to the other party or his solicitor, or unless the plaintiff has abandoned part of his claim under Order XIV., Rule 13.

The following rule shall stand as Order XXIII., Rule 12a, viz.:—

56. *Order XXIII., Rule 12a. Set-off of cross-judgments or orders in county courts and High Court.* 9 & 10 Geo. 5, c. 73, s. 19.—(1) Where one person has obtained a judgment or an order in a county court against another person, and that other person has obtained a judgment or an order against the first-mentioned person in the same or in another county court, or in the High Court, an application under section nineteen of the County Courts Act, 1919, for leave to set off any sums including costs payable under the several judgments or orders may be made in accordance with the provisions of this rule.

(2) Where the judgments or orders have been obtained in the same county court, the application shall be made to that court on notice in writing in accordance with the rules for the time being in force as to interlocutory applications.

(3) Where the judgments or orders have been obtained in different county courts, the application may be made to either of such courts on notice in writing as aforesaid, and the applicant shall give notice in writing of his intended application to the registrar of the other court.

(4) In any such case the registrar of the court, or the registrars of the respective courts, as the case maybe, shall on notice of application being filed or received stay execution on the several judgments or orders, or on the judgments or orders obtained in their respective courts, and retain any money paid into court under any execution or order in either of the actions or matters to abide the event of the application.

(5) The order made on the application shall direct how any money paid into either court is to be dealt with, and a copy of the order shall, where the judgments or orders have been obtained in different courts, be sent by the registrar of the court in which the order is made to the registrar of the other court, who shall deal with any money paid into that court in accordance with the directions contained in the order.

(6) Where any sums are ordered to be set off satisfaction shall be entered for the same, and execution or other process shall issue only in respect of the balance remaining payable.

(7) Where one judgment or order has been obtained in a county court and the other in the High Court, the application shall be made to the High Court in manner prescribed by rules of the Supreme Court.

The applicant shall give notice in writing of his intended application to the registrar of the county court, who shall proceed in accordance with paragraph 4 of this rule.

A copy of the order made on the application shall be sent by the applicant to the registrar of the county court, who shall deal with any money paid into that court in accordance with the order, and shall, where any sums are ordered to be set off, act in accordance with paragraph 6 of this rule.



(8) Where under any order made under this rule any money paid into one county court is to be dealt with by another court, the registrar of the first court shall certify to the registrar of the second court the amount to be so dealt with, and shall account for and pay over that amount as the treasurer of his court shall require; and the registrar of the second court shall out of any moneys in his hands pay the amount so certified in manner directed by the order, and shall be allowed by the treasurer of his court, at his audit, the amount so paid.

The following rule shall stand as Order XXIII., Rule 15a, viz.:-

57. Order XXIII., Rule 15a. Order staying execution or ordering discharge of debtor. 9 & 10 Geo. 5, c. 75, s. 231.—(1) Form 153 is hereby annulled, and an order under section twenty-three of the County Courts Act, 1919, to suspend or stay any judgment, order, or execution, or for the discharge of a debtor, may be according to the form in the Appendix [Form 153].

(2) Where any such order is made, then

(a) if execution has issued the warrant shall be returned, but the judge may order the debtor to pay the costs of the warrant and any fees or expenses incurred by the high bailiff before the recall of the warrant, and may authorize the high bailiff to sell a portion of the goods seized sufficient to realize such costs, fees and expenses and the expenses of the sale; and

any such warrant may be re-issued by leave of the judge;

(b) if the debtor is arrested or confined in prison under an order issued in the action, a sealed copy of the order of discharge, signed by the registrar, shall be delivered to the bailiff or gaoler in whose custody the defendant is, who on receipt thereof shall forthwith discharge the debtor;

(c) if a debtor is ordered to be discharged on terms which include liability to re-arrest if the terms are not complied with, the party entitled to the benefit of the judgment or order may if the terms are not complied with apply to the judge, who may in his discretion order the debtor to be re-arrested and imprisoned for the remainder of the term of imprisonment which was unexpired at the time of his discharge;

(d) if the judge so orders, a duplicate order of commitment shall be issued, and a certificate shall be indorsed thereon and signed by the registrar, stating that it is in substitution for the original order of commitment, and has been issued by order of the judge by reason of the failure of the debtor to comply with the terms imposed by the order of discharge; and such duplicate shall be delivered to the bailiff and shall be an authority to him to re-arrest the debtor and to the gaoler to receive and detain him for the remainder of the term of imprisonment, or until he shall be sooner discharged by due course of law.

(To be continued.)

## Societies.

### The Herefordshire Incorporated Law Society.

Proceedings at the annual general meeting, held at the Law Institution, on Tuesday, 2nd March, 1920, when there were present:—Mr. Humphrys (president), Mr. A. D. Steel (vice-president), Messrs. Armstrong, Carver, G. Lloyd, Symonds-Taylor, R. S. Coles, Batterby, Leather, Scobie, Vaughan, Wadsworth, E. L. Wallis, W. P. Levick, and J. R. Symonds (hon. secretary).

The minutes of the last meeting were confirmed and signed. The report of the committee for the past year, with statement of accounts, was received and adopted.

It was resolved, on the motion of Mr. Scobie, seconded by Mr. Humphrys, "That Mr. F. H. Leather be elected president of the society for 1920."

It was resolved, on the motion of Mr. Wallis, seconded by Mr. Armstrong, "That Mr. R. H. Symonds-Taylor be elected vice-president for the ensuing year."

The following committee was elected:—Messrs. F. R. James, W. J. Humphrys, M. J. G. Scobie, E. P. Lloyd, W. P. Levick, C. B. Masefield, E. L. Wallis, Armstrong, E. P. Careless, A. D. Steel, W. Thorpe.

Mr. J. R. Symonds was re-elected honorary secretary and treasurer. The following were elected as members of the society:—Mr. Harold James, Hereford; O. N. Martin, Hay.

The following are extracts from the report of the committee:—

**Members and the War.**—During the war, owing to the absence of so many members and the strain placed on those who were left through the reductions in their staffs, the proceedings of the society have been in abeyance, and an appeal is now made to members to co-operate in restoring its sphere of usefulness.

This is the thirty-eighth year since the establishment of the society and the thirty-second since its incorporation, but no report has been issued since March, 1915.

Since that date no less than sixteen members have been lost through deaths and resignations owing to removals or retirement.

Among these the tragic end of Mr. W. T. Carless, while serving as major in the 1st Battalion, the Herefordshire Regiment (T.F.), who was reported "missing" after the landing in Gallipoli, is still foremost in our minds, while the deaths include the following ex-presidents:—Messrs. J. Lambe, A. Temple, and F. S. Collins. Mr. R. Masefield, also an ex-president, and an energetic and useful member.

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[Here follows a list of solicitors and articled clerks who served in the war. It includes the following, who were killed in action:—]

[Here follows a list of solicitors and articled clerks who served in the war. It includes the following, who were killed in action:—]

W. T. Carless, Major, 1st Battalion, the Herefordshire Regiment (T.F.).

W. L. Carver, 2nd Lieutenant, 1st (Reserve) Battalion, Herefordshire Regiment (T.F.).

Richard C. Sale (articled to W. T. Sale), Captain, 1st Herefordshire Regiment (T.F.).

R. E. O. L. Green (articled to F. L. Green), 2nd Lieutenant, 6th Battalion, K.S.L.I.

The society congratulates Colonel F. H. Leather on receiving the D.S.O., Major E. A. Capel the M.C., and Major H. R. Armstrong the T.D.

The number of members is now reduced to forty-four, and it is hoped that every effort will be made to restore it to its old numbers—some sixty to seventy.

**Conditions of Sale.**—The demand for these has been unprecedented, and it has been found necessary to raise the price owing to the greatly increased cost of printing and paper. They can be obtained from the hon. secretary at 4d. each to members, and 1s. to non-members, and adhesive stamps should always be used. The committee again draw attention to the need for preventing the issue of the forms to non-members of the profession.

**Land Transfer.**—It is understood the Lord Chancellor is about to introduce a Bill having for its object, amongst others, the abolition of the veto of the county councils with a view to extending the system of compulsory registration. The subject was referred to at the general meeting, and the following resolution passed:—

"This society protests against the repeal of section 20 (8) of the Land Transfer Act, 1897, which requires an application by the county council before registration of title is made compulsory in any county, and suggests that, as during the twenty-two years which the Act has been in force no county council has been induced to ask for the application of the compulsory clauses of the Act, the county councils may be invited to petition against the repeal of the sub-section above referred to."

**Treasury Prosecutions.**—The society approved of the following proposal, which was to be moved at the annual meeting of the Associated Provincial Law Societies on 11th March:—

"That in future solicitors acting as solicitors for the Treasury should refuse to act on agency terms, and that representations to effect this object should be forthwith made to the Solicitor to the Treasury."

**Conveyancing Charges.**—It was resolved that, in the opinion of the meeting, the full scale charges should be made except under special circumstances.

### Gray's Inn.

At the morning service in Gray's Inn Chapel, on Sunday, 18th April, the Bishop of Kingston will dedicate a war memorial which will commemorate the services and sacrifice of the forty-four barristers and students of Gray's Inn who fell during the war.

The memorial is twofold. The large north window of the chapel is to be filled with three new lights, the work of Mr. Christopher Whall; and on the other side of the chapel is a sculptured monument, designed and executed by Mr. F. W. Pomeroy, R.A., consisting of a tablet of Hopton Wood stone, on which are inscribed the names of those who fell. Above the tablet are the figures in low relief of two angels holding a laurel wreath and crown, and underneath is a ribbon bearing the words: "Their name liveth for evermore." Below the names is the following inscription:—

"To the memory of forty-four gallant gentlemen, Members of the Honourable Society of Gray's Inn, who at their Country's Call laid down their lives in the Great War. 1914-1918."

In addition, there is to be a new window near the altar, designed by Mr. Anning Bell, A.R.A., depicting the figure of Archbishop Gilbert Sheldon, who was admitted an honorary member of Gray's Inn in 1664. Both memorials, as well as the Sheldon window, are the gift of Mr. M. W. Mattinson, K.C., one of the senior benchers of the society.

Admission to the service will be by ticket only. Places are being reserved for near relatives of fallen members, and the under-treasurer of Gray's Inn will be obliged if any parent or other near relative who has not yet been invited will communicate with him by letter as soon as possible.

### United Law Society.

Meetings held in the Middle Temple, Common Room. Mr. R. W. Turnbull in the chair.

29th March.—Dr. E. Leslie Burgin moved:—"That the case of *Gedding v. Marsh* (1920, W. N. 35) was wrongly decided." In the unavoidable absence of Mr. W. S. Jones, Mr. W. J. Williams opposed. Messrs. H. B. S. Hoddinott, C. P. Blackwell and C. Willoughby Williams also spoke. Dr. Burgin having replied, the motion was put to the House, and lost by three votes.

12th April.—Mr. H. B. S. Hoddinott will move: "That in the opinion of this House Labour is fit to govern." Mr. J. R. Williams will oppose.

### The National Federation of Law Clerks.

The second annual conference of the National Federation of Law Clerks was held at Birmingham on Monday. In his address, the president, Mr. Percival F. Froude, of London, said that some solicitors had made a serious attempt to bring the salaries of their staffs up to the level of pre-war purchasing power, but in the majority of cases no such effort had been made. The solicitors had obtained through the instrumentality of the Law Society the definite percentage of 33½ increase in their charges, and he claimed that those engaged in salaried positions should also have a definite percentage advance. Parliament was responsible for the ultimate sanction of the main part of the increases recently granted, and the Government was bound to see that those solicitors who had not voluntarily met their obligations to their staff were compelled to do so by force of law.

He agreed that a strike was not the appropriate weapon for use in the legal profession, and if a properly equipped Court of Arbitration were set up for the legal profession, he should unhesitatingly advise the law clerks to waive the right of striking, which, in common with the rest of the community, they now possessed, and to submit to be bound by its decisions.

The incoming president is Mr. M. D. Macduff, of London.

### The Judiciary and Strikes.

The *Times* correspondent, in a message from Toronto of 7th April, says:—

When sentence was pronounced on the Winnipeg strike leaders, all but Ivens declared the trial unfair and reiterated their determination to adhere to the right of the general strike and free speech. Judge Metcalfe interrupted Bray to warn him that in pronouncing the trial unfair he was committing a more serious offence than that for which he was sentenced. He laid himself open to a summary sentence for an indefinite period.

The Judge added that the status of the Judiciary was being lowered by members of the Legislature under the cloak of privilege. He was tired of trying to uphold the dignity of the Court, and the time was coming when men chosen for this honourable position would prefer private practice. Men should not be allowed to make such speeches as they were making daily, in which he was described as the representative of the capitalist class and the strike leaders as victims of judicial partiality.

Johns, who was the second of the prisoners to be sentenced, stated that what he had done was done by order of the men he represented, and that those outside the working class could not understand the needs of the workers. There were only two classes, the working and the capitalistic. Social ownership was inevitable, and he believed that the strike had been premeditated by the Citizens Committee, who were afraid of One Big Union. "They beat us," he added. "I admire them for it. They beat us because we did not know enough. Punishing will not stop it. Had we been dead the One Big Union movement would have gone on."

### Building Progress.

The fact that builders and bricklayers were to be seen at work in some districts during Easter, says the *Times*, suggests that a more energetic move is being made to provide some of the houses required in the London area.

The new housing schemes submitted to the Ministry of Health during the week ended 27th March numbered 106, and the total number of schemes submitted by local authorities and public utility societies is now 9,362, comprising about 65,000 acres. The schemes approved number 5,440, involving about 44,000 acres of land. During the week tenders were submitted for 4,635 houses. The tenders now approved deal with 88,326 houses.

By the end of February the Valuation Department of the Inland Revenue had successfully completed negotiations for the purchase of land on behalf of the local authorities in 2,600 cases relative to an area of 13,707 acres. The price asked for this land or to which local authorities had provisionally agreed was £3,556,039, or an average of £259 per acre. The total finally agreed to be paid was £2,553,608, or an average of £186 per acre.

### Law Students' Journal.

#### The Law Society.

The second term, 1920, will commence on Monday, 12th April, on which and the following day the principal will be in his room for the purpose of seeing students who may wish to consult him as to their work. Lectures and classes will commence on Wednesday, the 14th. The subjects to be dealt with during the term will be for final students: (i) Law of Contract (Mr. A. D. McNair); (ii) Probate, Ecclesiastical and Admiralty Law (Dr. Burgin); (iii) Procedure in the Commercial Court and Arbitrations (Mr. C. Robertson Dunlop, K.C.); and for intermediate students: (i) Things Real (the Principal); (ii) Things Personal and Rights in Private Relations (Mr. Cleveland-Stevens); (iii) Law of Crimes (Dr. Burgin); (iv) Trust Accounts (Professor Dicksee). A course on Constitutional Law (the Principal) will be commenced, and the course on Roman Law (Mr. W. L. McNair) will be continued, both for the intermediate LL.B. examination; and a course of classes on the Introduction to Stephen's Commentaries, for students enrolled under the Exemption Order, will be taken by the Principal.

Copies of the prospectus and time-table may be obtained on application to the society's office.

#### THE LAW SOCIETY'S STUDENTSHIPS.

Intending candidates for the forthcoming studentship examinations are reminded that the last day for receiving entries is the 15th instant. Copies of the regulations and forms of entry may be obtained on application to the society's office.

Law Society's Hall, Chancery-lane, London, W.C. 2.

**LAW STUDENTS' DEBATING SOCIETY.**—At a meeting of the society, held at the Law Society's Hall, on Tuesday, 30th March, 1920 (chairman, Mr. C. P. Blackwell), the subject for debate was: "That in the opinion of this House the tendency of the modern playwright is to represent laxity of ethics and morals as being the normal attitude of the educated classes of the present day; that this is a gross exaggeration of the facts, and is to be condemned." Mr. C. H. Woolrych opened in the affirmative; Mr. R. P. Croom Johnson opened in the negative. The following members also spoke:—Messrs. R. Oliver, Buller and Anderson. The opener, having replied, the motion was lost by one vote. There were fifteen members present.

### Obituary.

#### Sir Henry Stephen.

The death occurred on 1st April, at Sydney, of Sir HENRY STEPHEN, late Acting Chief Justice of New South Wales.

Matthew Henry Stephen was born in Tasmania on 5th December, 1828, and when a boy went to Sydney with his father, the late Sir Alfred Stephen, at one time Chief Justice of New South Wales. He was educated at Sydney College, now Sydney Grammar School, and was called to the Bar in 1850, completing his legal studies in England. On his return home, he soon took up a prominent position at the Sydney Bar, and was in several *causes célèbres*, being in 1879 the first barrister under Australian law to be appointed Q.C. He was three times offered the position of Solicitor-General, but he declined this and other legal advancement, until in 1887 he was appointed to the Supreme Court Bench.

His retirement from the Bar in 1905, when he was still a vigorous man for his age, was marked by many tributes to his character as a Judge and a public man, and he was knighted in the following year. During a brief experience in politics he held in earlier life a seat in the Legislative Assembly. He had been a vice-president of the N.S.W. Cricket Association and Chancellor of the Diocese of Sydney. He was twice married.



## Legal News.

### Appointments.

The Lord Chancellor has transferred Judge MACPHERSON from Circuit No. 19 (Derbyshire) to Circuit No. 53 (Gloucester, &c.), in place of Judge Ellicott, who has retired, and has appointed Mr. HAROLD NEWELL to be Judge of County Courts on Circuit No. 19. Mr. Newell was called to the Bar in 1895, is a member of the North-Eastern Circuit, and has been practising at Bradford.

### Changes in Partnerships.

#### Dissolution.

HENRY CUMBERLAND BROWN and EDGAR WILLIAM BRIGHTEN, Solicitors (Brown & Brighten), Bank-chambers, Luton, Beds., and 4, Mitre-court, Temple. Dec. 31, 1919. Such business will be carried on in the future by the said Henry Cumberland Brown.

[Gazette, April 2.]

#### Removal.

MESSRS. SNELL & Co.'s offices, 1 and 2, George-street, Mansion House, being included in a scheme of rebuilding, they have made working arrangements with Messrs. Cox & Co., of 17, Tower Royal, Cannon-street, where their London business will in future be carried on.

#### General.

The Treasury announce that on and after 12th April they will be prepared to offer prices for certain American dollar securities deposited with them. The holders of these securities will be advised individually, and lists of the securities to be purchased will be exhibited at the various stock exchanges. The business will be transacted at the National Debt (branch) Office, 32, London-wall, E.C. 2.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON			
EMERGENCY	APPEAL COURT	MR. JUSTICE	MR. JUSTICE
ROTA.	No. 1.	EVE.	SARGANT.
Monday April 12	Mr. Leach	Mr. Goldschmidt	Mr. Borrer
Tuesday ..... 13	Church	Leach	Goldschmidt
Wednesday .... 14	Farmer	Church	Leach
Thursday ..... 15	Jolly	Farmer	Church
Friday ..... 16	Syngé	Jolly	Farmer
Saturday ..... 17	Bloxam	Syngé	Jolly
ROTA.			
MR. JUSTICE	MR. JUSTICE	MR. JUSTICE P. O.	MR. JUSTICE
ASTBURY.	PETERSON.	LAWRENCE.	RUSSELL.
Monday April 12	Mr. Jolly	Mr. Church	Mr. Farmer
Tuesday ..... 13	Syngé	Farmer	Bloxam
Wednesday .... 14	Bloxam	Jolly	Borrer
Thursday ..... 15	Borrer	Syngé	Goldschmidt
Friday ..... 16	Goldschmidt	Bloxam	Leach
Saturday ..... 17	Leach	Borrer	Goldschmidt

### EASTER SITTINGS, 1920.

#### COURT OF APPEAL.

##### IN APPEAL COURT No. 1.

Tuesday, 13th April.—Ex parte Applications, Original Motions and Interlocutory Appeals from the Chancery and Probate and Divorce Divisions.

Wednesday, 14th April.—Revenue Appeals will be taken.

Chancery Appeals on and after Monday, 19th and continued until further notice.

##### APPEAL COURT II.

Tuesday, 13th April.—Ex parte Applications, Original Motions and Interlocutory Appeals from the King's Bench Division, and, if necessary, King's Bench Final Appeals.

Wednesday, 14th April.—Final Appeals from the King's Bench Division will be taken and continued in this Court.

#### LORD CHANCELLOR'S COURT.

##### MR. JUSTICE EVE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

##### CHANCERY COURT III.

##### MR. JUSTICE PETERSON.

Mondays ..... Chamber summonses  
Tuesdays ..... { Sht caus, pps, fur con  
and non-wit list  
Wednesdays ..... Non-wit list  
Thursdays ..... Non-wit list

Lancashire Business will be taken on Thursdays, the 15th and 24th April, and the 13th May.

Fridays ..... Motos and non-wit list

#### CHANCERY COURT I.

##### MR. JUSTICE SARGANT.

Tuesdays ..... { Sht caus, pps, and cham  
ber summonses  
Wednesdays ..... Fur cons and non-wit list  
Thursdays ..... Non-wit list  
Fridays ..... Motos and non-wit list

#### CHANCERY COURT V.

##### MR. JUSTICE RUSSELL.

Except when other Business is advertised in the Daily Cause List Mr. Justice Russell will take Actions with Witnesses throughout the Sittings. Applications under Trading with the Enemy Acts will be heard on each Friday afternoon.

#### CHANCERY COURT II.

##### MR. JUSTICE ASTBURY.

Mondays ..... Sitting in chambers  
Tuesdays ..... { Companies' Acts and non-  
wit list  
Wednesdays ..... Fur con and non-wit list  
Thursdays ..... Non-wit list  
Fridays ..... { Motos, sht caus, pps and  
non-wit list

#### CHANCERY COURT IV.

##### MR. JUSTICE P. O. LAWRENCE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

# THE BEST INVESTMENT.

## Actual Result of a Sun Life of Canada 20 Year Investment Policy Matured in 1919.

No. 59090 on life of Mr. H. H. ...., of .....  
Age at Entry, 31.

Annual Deposit for 20 years only, or ceasing at previous death ... £50 19s. 0d.  
Sum GUARANTEED, £1,000 payable at end of 20 years or at previous death. In event of death, Company further guarantees to return one-half of all deposits paid, in addition to £1,000 Sum Assured.

### RESULT.

At end of 20 years the following options were given to Investor:  
Option 1. Withdraw in cash sum guaranteed ... £1,000  
Withdraw in cash Profits added ... 385

Total Cash ... £1,385

Option 2. Take a policy payable at death without any further deposits being required ... £2,630  
Option 3. Take an annuity for life of ... per annum £112  
Option 4. Withdraw in Cash ... £812  
and still have policy payable at death which participates in profits each 5 years ... £1,000

Taking the Cash settlement of £1,385, the Investor received from the Company £366 more than he had deposited, and in addition free Insurance for amounts increasing from £1,025 9s. 6d. in event of death in first year to £1,500 10s. in event of death in 20th year. (Sum Guaranteed of £1,000 and half annual deposits made.)

### SAVING OF INCOME TAX.

An abatement of Income Tax is allowed by the Government on the annual deposit made for these policies. Had the abatement allowance of Income Tax during the period of this policy been the same as at present, Mr. H. H. would have saved £7 10s. annually, which would have been equivalent to reducing his annual deposit to £43 9s. Or to put it in another way, in 20 years he would have saved in Income Tax £150. Add this to his Cash Profit of £366, and it makes a total profit of £516 on the investment and free insurance into the bargain.

Full details at any age and for any amount on application to J. F. Junkin (Manager), Sun Life of Canada, Canada House, Norfolk Street, London, W.C. 2.

The Sun Life of Canada specialises in Annuities. Assets over £23,000,000.

### CIRCUITS OF THE JUDGES.

SPRING ASSIZES, 1920.	N. EASTERN.	NORTHERN.
Commission Days.	Lord Coleridge, J. Avery, J.	McCardie, J. Mr. Commissioner W. F. K. Taylor, K.B.E., K.C.
Monday, April 12	.. .. .	.. .. .
Monday, May 3	.. .. .	.. .. .
	Leeds (Civil and Criminal)	Liverpool (Civil and Criminal) Manchester (Civil and Criminal)

In the House of Commons, on 31st March, Major Baird, Under Secretary for the Home Office, in reply to Mr. E. Kelly, stated that the total number of prisoners now interned in British prisons under the Defence of the Realm Act was 102.

## Winding-up Notices.

London Gazette.—TUESDAY, March 30.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**BRITISH REINFORCED CONCRETE ENGINEERING CO., LTD.** (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 30, to send in their names and addresses, with particulars of their debts or claims, to Frederic Ditchfield Morris, Spencer House, South-pl., liquidator.

**DEE SPINNING CO. (ROXTON), LTD.**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Joseph Hood, liquidator, under cover to Bee Spinning Co. (Roxton), Ltd., "Everley," Chamberlain-rd., Oldham.

**SEMMERAN RUBBER ESTATE CO., LTD.** (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to William Moir and Lawrence Edmund Slade, 2, 3 and 4, Idol-lane, Eastlethorp, liquidators.

**BRITISH WESTERN IRON SYNDICATE, LTD.**—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts and claims, to Sidney Pearce, 14, George-st., Mansion House, liquidator.

**BANTON & COLE, LTD.**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to W. H. Jones, 25, Lord-st., Liverpool, liquidator.

**MARNE RING MILL CO., LTD.**—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to Fred Ayrton, 14, Church-lane, Oldham, liquidator.

**"ARROYA," STEAMSHIP CO., LTD.**—Creditors are required, on or before May 12, to send their names and addresses, and the particulars of their debts or claims, to William Edward Mounsey, 3, Lord-st., Liverpool, liquidator.

London Gazette.—FRIDAY, April 2.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

**ERONTIS, LTD.**—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to Edward Cecil Moore, 3, Crosby-wg., liquidator.

**WALKER & LOMAX (1898), LTD.**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to James Barlow, liquidator, under cover to Walker & Lomax (1898), Ltd., Moor-side Works, Bury.

**TROE, WIMB & ROSE, LTD.**—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to George Collinson Tutting Parsons, 120, Colmore-row, Birmingham, liquidator.

**JAMES TAYLOR (SHAW), LTD.**—Creditors are required, on or before April 30, to send in their names and addresses, with particulars of their debts or claims, to John William Fitton, Procterial-bldgs., Union-st., Oldham, liquidator.

**KENDAL KINEMA, LTD.**—Creditors of the Company are to prove their debts or claims on or before April 19. R. Duncan French, 21, North John-st., Liverpool, liquidator.

**HANDLEY & WILKINS, LTD.**—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Owen Walter Thompson, 84, Colmore-row, Birmingham, liquidator.

**GRADWELLS RESTAURANT, LTD.** (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 24, to send in their names and addresses, with particulars of their debts or claims, to George H. Poyser, 18, Withy-grove, Manchester, liquidator.

**THAMES INVESTMENT TRUST CORPORATION, LTD.** (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Turketine, 11, Queen Victoria-st., liquidator.

**GOWLAND INVESTMENT CO., LTD.** (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Turketine, 11, Queen Victoria-st., liquidator.

**BOWER INVESTMENT CO., LTD.** (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Turketine, 11, Queen Victoria-st., liquidator.

**OCEAN SHIPPING TRUST, LTD.** (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Turketine, 11, Queen Victoria-st., liquidator.

London Gazette.—TUESDAY, April 6.

**D. & T. JENKINS, LTD.** (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Ernest E. Hall, 8, Working-st., Cardiff, liquidator.

**SINGEL CHOH RUBBER ESTATE CO., LTD.**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Moir and Lawrence Edmund Slade, 2, 3 and 4, Idol-lane, Eastlethorp, liquidators.

**THEATRE ROYAL (BURY ST. EDMUNDS), LTD.**—Creditors are required, on or before April 9, to send their names and addresses, and the particulars of their debts and claims, to George Carter, 36, Abbeygate-st., Bury St. Edmunds, liquidator.

**SUTHERLAND STEAMSHIP CO., LTD.** (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Ernest Robinson, 38, Sandhill, Newcastle-on-Tyne, liquidator.

**MARNE RING MILL CO., LTD.**—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to Fred Ayrton, 14, Church-lane, Oldham, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, March 30.

**L. & Y. Stores, Ltd.**  
Norfolk Syndicate, Ltd.  
Cartwrights (Putney), Ltd.  
North American Land and Timber Co., Ltd.  
**R. E. Harrison, Ltd.**  
Horsdam Club Co., Ltd.  
Whitlands Twist Co., Ltd.  
Guidelbridge Spinning Co., Ltd.  
Folkestone Mechanical Transport Co., Ltd.  
**Birchgrove Collieries, Ltd.**  
Atlas Land and Building Co., Ltd.  
**R. Hurley & Sons, Ltd.**  
Halemore and District Co-operative Egg Depot, Ltd.  
**Speedie, Ltd.**  
Tynecliffe Alloys Co., Ltd.

**Lord & Walker, Ltd.**  
Lord, Hampton & Lord (1919), Ltd.  
Delta Mill Co., Ltd.  
Castle Tablet Co., Ltd.  
Heywood Cotton Spinning and Manufacturing Co., Ltd.  
Charlton Stud Co., Ltd.  
Rose Acre Mills Co., Ltd.  
Seemban Rubber Estate Co., Ltd.  
Sierra Co., Ltd.  
Torblina Engineering Co. (1916), Ltd.  
Bee Spinning Co. (Roxton), Ltd.  
James Tattersall & Sons, Ltd.  
Grand Palace (Poplar), Ltd.  
Joseph Monks & Co., Ltd.  
H. G. Chalkley & Sons, Ltd.  
Alexander & Shephard, Ltd.  
Miller, Son & Company, Ltd.

London Gazette.—FRIDAY, April 2.

**British Thread Co., Ltd.**  
Walker & Lomax (1898), Ltd.  
Arundel Rubber Estates, Ltd.  
Ems Spinning Co., Ltd.  
Jacksons, Ltd.  
J. & C. Harrison, Ltd.  
Philip Morris & Co., Ltd.  
Slade, Gorman & Co., Ltd.  
Paris (Transvaal) Gold Mines, Ltd.  
J. S. Robinson, Ltd.  
John Rogers, Ltd.  
British Reinforced Concrete Engineering Co., Ltd.  
Godwins, Ltd.  
Wise & Landell, Ltd.  
"Direct" Line Shipping Co., Ltd.  
"Vigant Steam Navigation Co., Ltd.  
Thos. Webb & Sons, Ltd.  
Mallalieu & Wrigley, Ltd.  
Tees Tug Co., Ltd.  
Mrs. Gereth, Ltd.  
Berrania Mining and Exploration, Ltd.  
Marling & Co., Ltd.  
Engineering and Art Lamps, Ltd.  
Robinson Tug Co., Ltd.  
Goble Silk Manufacturing Co., Ltd.  
Cusleton Moor Spinning Co., Ltd.  
Ramsbottom, Lyons & Co., Ltd.  
Wilsons & Berry, Ltd.

**Thomas Crew & Sons (Macclesfield), Ltd.**  
Wharfedale Foundry Co., Ltd.  
Thames Investment Trust Corporation, Ltd.  
James Taylor (Shaw), Ltd.  
Gowland Investment Co., Ltd.  
Bower Investment Co., Ltd.  
John Potts & Co., Ltd.  
Ocean Shipping Trust, Ltd.  
J. Batey & Son, Ltd.  
Dindings Rubber Co., Ltd.  
Swan Lane Spinning Co., Ltd.  
High Wycombe Conservaceo Club, Ltd.  
Glacier Anti-Friction Metal Co., Ltd.  
Damasara (Selangor) Rubber Co., Ltd.  
Sentinel Waggon Works, Ltd.  
C. Portass & Son, Ltd.  
Gradwell's Restaurant, Ltd.  
British Colour Printing Co., Ltd.  
Makin's "Crown" Generator, Ltd.  
Melham Spinning Co., Ltd.  
Briar Mill, Ltd.  
Martin Holt, Ltd.  
Cleo Drew, Ltd.  
Sawsons, Ltd.  
Mytelite Co., Ltd.  
Lisheard Public Rooms Co., Ltd.  
Nesot Rubber Estates, Ltd.

London Gazette.—TUESDAY, April 6.

**Devon Estates (Maincon), Ltd.**  
John C. Small, Ltd.  
Marchbank, Bainbridge & Co. (Middlebrough), Ltd.  
Sutherland Steamship Co., Ltd.

**Allen's Green Bowling Club, Ltd.**  
Sungei Choh Rubber Estate Co., Ltd.  
Horace Woodward & Co., Ltd.  
Theatre Royal (Bury St. Edmunds), Ltd.

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

London Gazette.—TUESDAY, March 23.

LAST DAY OF CLAIM.

**ABRAHAM, Sir BARNETT LIONEL, K.C.B.**, Porchester-ter., Hyde Park. May 7.  
Arthur S. Joseph, 61, Fore-st., Moorgate-st.

**BAKER, CLARA, CROUCH ESQ.** April 30. Taylor, Stanbury & Co., 18, Billiter-st.

**BARNETT, NORMAN KINGTON, Bradford, Engineer.** April 29. B. Newton Rhodes, Hall & Ashworth, Bradford.

**BENSON, ISABELLA, Manchester.** April 30. Walker, Dean & Co., Manchester.

**BIRCH, ALBERT MORTON, Bideford, Pitter.** April 20. Hole, Seldon & Ward, Bideford.

**BRAT, ANNIE MAUD GRACE, St. Anne's-on-the-Sea.** May 1. F. J. & C. Poole, Widnes.

**BROWN, ANNIE MARY, Hythe.** April 30. Slaughter & May, 18, Austin Friars.

**BURN, ARTHUR GEORGE McCausland, Hereford.** June 5. John Bartlett & Son, 26 and 27, Bush-lane.

**BYWATER, JOHN JOSEPH, Beeston, Nottingham.** Licensed Victualler. April 30. Clifton, Woodward & Smith, Nottingham.

**CHAMBERS, SHELTON, Purley, Sutton.** May 31. Charles Stevens & Drayton, 6, Bond-st., Walbrook.

**COOPER, ALICE, Southampton.** April 23. Fred. G. Allen, Portsmouth.

**DRUMMOND, ROBERT EDWARD, Hitchin.** April 30. G. Houghton & Son, 63, Finsbury-pavement.

**EDEN, WILLIAM THOMAS, Pall-mall.** May 10. Macdonald & Longrigg, Bath.

**FOCKE, CARL THEODORE, Brixton.** April 30. Kingsbury & Turner, 369 and 371, Brixton-rd.

**FOSTER, CHARLES BLACKWELL, Drayton, Norfolk, Solicitor.** April 20. Foster, Calvert & Martlett, Norwich.

**GEMMELL, WILLIAM ROSS ROBERTSON, Shawford, near Winchester.** May 4. Sale & Co., Manchester.

**GORSE, ANNIE, Bamfurlong, near Wigan.** April 20. Barlow, Jackson & Gee, Wigan.

**GUY, EDWIN, Hereford, Chemist.** May 10. Humphrys & Symonds, Hereford.

**HILL, MARIA, Lincoln.** April 6. Hebb & Sills, Lincoln.

**HINTON, ALFRED ERNEST, New Cross.** April 23. Henry N. Philcox, 7, Trinity-st.

**JARMAN, HERBERT EDWARD, Bedford-row.** April 29. Nicklison & Co., 42, Bedford-square.

**JESSOP, WILLIAM HARRISON, Middlesbrough.** April 26. Alex. Lauriston, Middlesbrough.

**KELSEY, EDWARD MCGHEAN, Tunbridge Wells.** May 10. W. C. Cripps, Son & Hartley, Tunbridge Wells.

**KINGSFORD, FLAVIUS JOSEPHUS, Evesham, Worcester.** April 23. Mowll & Mowll, Dover.

**LANGSTON, HERBERT DOUGLAS, Teignmouth.** May 20. Teagar & Dell, Teignmouth.

**LEAS, ALGERNON HENRY, Wilton, Salisbury.** April 18. Westbury, Preston & Stavridi, 40, Old Broad-st.

**LIEBSTEIN, ABRAHAM, Clapton.** April 31. Seeley & Son, 2, South-sq., Gray's Inn.

**LIVINGSTON, MARY, West Buckland, Wellington.** April 30. E. Lee Michell, Wellington, Somerset.

**LOWNDIS, ROBERT CLAYTON BAXTER, Cuckfield, Haywards Heath.** May 24. Brown, Dobie & Rogers, Chester.

**MACKAY, ANNE, Birkenhead.** May 1. J. Priest & Sons, Liverpool.

**MARNE, GEORGE, Chesham.** April 23. Woodbridge & Sons, 5, Serjeants'-inn.

**MILLER, MARGARET HELEY, ELIZA, Sidecup, Kent.** April 11. John Bartlett & Son, 26 and 27, Bush-lane.

**MOLLOY, PATRICK, Sheffield, Carting Contractor.** May 31. Wake & Sons, Sheffield.

**MORLAND, IRENE MARION, Selangor Federated Malay States.** April 17. Capron & Co., Seville-pl., Conduit-st.

**RANDALL, EMMA, Weston-super-Mare.** May 30. Humphrys & Symonds, Hereford.

**ROGERS, HENRY, Sutton.** April 30. Theodore Bell & Co., Sutton.

**STOKES, ROBERT BUDDON, M.P., Bowdon, Cheshire.** April 20. Vaudrey, Osborne & Mellor, Manchester.

**TAYLOR, EMMA, Blackpool.** April 29. Jao. W. Mollodow, Oldham.

**TECHMAN, MARY, Radwinter, Essex.** April 3. Collin & Adams, Saffron Walden.

**WHEATMAN, WILLIAM ARTHUR MOORE, Adis Ababa, Abyssinia, M.D.** April 30. Sanderson, Adkin, Lee & Eddie, 46, Queen Victoria-st.

**WALKER, JACOB, Ipswich.** April 30. Howitt, Woolcott & Chown, 158, Leadenhall-st.

**WATNEY, ALICE, Croydon.** May 3. Boodle, Hatfield & Co., 53, Davies-st.

**WETHERALL, FREDERICK AUGUSTUS, West Folkestone.** April 30. H. Ernest Sargent, West Folkestone.

**WHITE, GEORGE, Regent.** April 30. Fox, Whitlock, Pitt & Elwell, Bristol.

**WILKINSON, ELIZABETH, East Dulwich.** May 15. Charles Stevens & Drayton, 6, Bond-st., Walbrook.



WINANS, EVA, Eastbourne. April 30. H. W. Perkins & Co., 41, Jermyn-st.  
YARDALL, CHARLES RICHARD HARRISON, Bristol, Licensed Victualler. May 3. Hy.  
Pomeroy & Son, Bristol.  
ZEALAND, CHRISTOPHER, Middlesbrough. April 30. Alex. Lauriston, Middlesbrough.

*London Gazette.*—FRIDAY, March 26.

ANDERSON, WILLIAM EDMUND, Tonbridge. May 1. Neve, Thompson & Jevons,  
Tonbridge.  
BAKER, CAROLINE, Tunbridge Wells. May 1. Robert Gower, Tunbridge Wells.  
BIRD, CATHERINE AGNETA PESELOFF, Cheltenham. April 27. Winterbotham, Gurney  
& Co., Cheltenham.  
BISHOP, FREDERICK, Long-Is. April 30. Dinn & Son, Basinghall-st.  
BOND, ANNE, Leamington Spa. April 30. Large & Major, Leamington Spa.  
BROWN, CHARLES, Liverpool, Licensed Victualler. May 12. Jos. P. McKenna,  
Liverpool.  
BUTTERWICK, MARY, Kew Gardens. May 5. W. H. Sanders, 36, Lincoln's inn-fields.  
BUTT, ELIZABETH ANN, Bishopston, Bristol. May 23. Hy. Pomeroy & Son, Bristol.  
CHESMAN, EMMA, Winchester. April 15. Ernest Dowling, Winchester.  
CORRISS, HENRY JAMES, North Kensington. May 3. H. F. Cornish, 9, Stone-bldgs.  
CULLOM, JAMES, Harrigate. May 24. Hepworth & Chadwick, Leeds.  
DOWDALL, THOMAS, New Ferry, Chester. May 1. Horrocks & Christian-Jones,  
Liverpool.  
EWEY, ELIZABETH HORWOOD, Hambledon, Hants. May 1. Munns & Longden, Old  
Jewry.  
GUY, EMMA FRANCES MARY, Dover. May 8. Lewis & Paine, Dover.  
HENRIQUES, BARBARA, Hyde Park-sq. Apr. 24. Burton, Yeates & Hart, 23, Surrey-st.  
HERRIOT, DAVID, Berwick-upon-Tweed. Timber Merchant. April 30. Sanderson,  
Tiffen & Henderson, Berwick-upon-Tweed.  
HEYES, ELLEN, Blackpool. April 5. H. Arthur Pickup, Blackpool.  
HODGSON, MARGARET, Gainford, Durham. May 1. Trotter, Bruce & Loft, Bishop  
Auckland.  
HOLMAN, MARY, St. Leonards-on-Sea. April 30. Langham, Son & Douglas, Hastings.  
HOLMES, PETER, Othorn, Leicester. April 30. Harding & Barnett, Leicester.  
HUNT, MARY ELIZABETH, St. Brélade, Jersey. April 16. Tasker, Hart & Munby,  
Scarborough.  
HURST, Reverend WILLIAM, Ramsey. May 1. Bernard Pretty, Ipswich.  
JACKINS, DAVID, Cardiff, Shipowners, &c. May 6. Vaughan & Roche, Cardiff.  
JONES, JANE, St. John's, Worcester. May 15. Garrard & Anthony, Worcester.  
KANEEN, WILLIAM, Wavertree, Liverpool, Shipsmith. April 30. Dodds, Ashcroft &  
Cook, Liverpool.  
LLOYD, THOMAS, Edgbaston, Birmingham. April 15. Shakespeare & Vernons,  
Birmingham.  
MANN, WILLIAM HENRY, Buxton. April 26. Thistlethwaite & Brownsword, Man-  
chester.  
MITCHELL, WILLIAM, Seaford, near Liverpool. April 24. G. H. Hindley, Liverpool.  
NEDHAM, WILLIAM VALENTINE, Skeffington, Leicester, Grazier. May 1. Freer & Co.,  
Leicester.  
PENNY, EMMA, Southport. April 28. T. H. & T. Dodd, Preston.  
PRESCOTT, MARY ANN, Grimsby, Banbury. April 10. E. Lamley Fisher, Banbury.  
REVE, ELIZABETH, Upper Norwood. May 7. Sharp & Benest, 11, Arundel-st.  
RENSHAW, WILLIAM JAMES, Putney. April 30. Beckingsale, Greenwood, Tucker &  
Cross, 34, Copthall-av.  
RINTOUL, ANN, Saint John's Wood. May 1. Long & Gardner, 8, Lincoln's inn-fields.  
ROBINSON, SARAH, Manchester. April 27. J. & E. Whitworth, Manchester.  
ROBINSON, ABRAHAM, Chorlton-upon-Medlock. April 27. J. & E. Whitworth, Man-  
chester.  
ROBINSON, GEORGINA, Manchester. April 27. J. & E. Whitworth, Manchester.  
ROBINSON-BURROWS, DOUGLAS HERBERT WILLIAM, Bournemouth. April 30. Tweed,  
Stephen & Co., Saltgate; or Preston & Francis, Bournemouth.  
ROBE, MARGARET, Canning Town. April 30. Arthur J. Speechly, 28, Basinghall-st.  
SINGLTON, HANNAH, Whitehaven. April 22. J. R. Thompson, Whitehaven.  
TOWNLEY, ALBERT HENRY, Stroutham. May 3. Warwick, Williams & Co., 23, St.  
Swithin's-ls.  
TROMANS, JOHN, Cradley Heath, Staffs., Chain Maker. April 30. George Williams,  
Cradley Heath.  
VERLUCK, FANNY, Ilford. April 24. Kingsford, Dorman & Co., 23, Essex-st.  
WATERHOUSE, MARIA, Birkdale, Southport. April 20. Teebay & Lynch, Liverpool.  
WEINBERG, ALBERT, Lemberg, Poland. April 30. E. H. Coopman, 5, Giltspur-st.

*London Gazette.*—TUESDAY, March 30.

ANDERSON, SARAH, South Shields. May 1. George Scott, South Shields.  
ASHWORTH, TOM, Oldham. May 6. J. Arnold Brerley & Robinson, Oldham.  
BENTON, JOHN, Wolverhampton, Farmer. May 10. H. Ernest Sargent, Wolver-  
hampton.  
BISHOP, FREDERICK WILLIAM MILES, Birmingham. May 7. Foreyth, Bettinson &  
Co., Birmingham.  
BLUNDELL, JOHN, Downholland, Lancs, Farmer. April 28. Brighouse, Jones & Co.,  
Ormakirk.  
BROOKS, ALICE, Morden, Surrey. May 17. Chester, Brooms & Griffiths, 36, Bed-  
ford-row.  
BRUCE, THOMAS, Whickham, Durham, Grocer. April 30. Lambert & Lambert,  
Gateshead.  
COOKE, LILLIAN MAUDE, Baywater. May 3. Theodore, Goddard & Co., 10, Ser-  
jeants'-in, Temple.  
COWAN, ALEXANDER, Newcastle-upon-Tyne. May 6. Adamson Rhagg, Newcastle-  
on-Tyne.

DUNDERDALE, MARY ELIZA, Greenwich. April 10. Dunderdale & Dehn, Manchester.  
FARMER, CHARLES BARTHOLOMEW, South Kensington, Ironmonger. May 12. Williams  
& Poole, 106, Fulham-road.  
FARNSBORO, ALBERT KENNETH, Maidenhead. May 10. W. H. Speed & Co., 19, Sack-  
ville-st.  
GALLOWAY, EDWARD NAPIER, Altrincham. April 19. Dunderdale & Dehn, Man-  
chester.  
HANHAM, HERBERT WALTER, Bruton, Somerset. May 1. Fooks & Grimley, Sher-  
borne, Dorset.  
HANHAM, EMMA KATE, Bruton, Somerset. May 1. Fooks & Grimley, Sherborne  
Dorset.  
HARRISON, MARY JANE, East Derham. May 1. Edward Horley, Cardiff.  
HAYNE, CAPT. EDWIN TURNELL, Birmingham. May 3. Longhouse, Stevens &  
Powell, 7, Lincoln's inn-fields.  
HERRING, GEORGE BLAND, Bulwell, Notts. April 30. English & Son, Stamford,  
Leics.  
HICKS, JAMES, Peterborough, Builder. April 19. Percival & Son, Peterborough.  
HINES, MARY, Portishead, Somerset. May 26. F. H. Adams, 91, St. Martin's  
lane.  
HOFFMAN, JOHN, Old Trafford, near Manchester, Professor of Music. April 27.  
Bellhouse & Syer, Manchester.  
HUNTER, JANE ANN, Leeds. May 8. G. D. Lamb, Leeds.  
KEMP, FRANK, Stafford, Grocer. May 1. Greatrex, Warner & Bewick, Stafford.  
KEMP, JANE, Sheffield. May 1. Marsh & Son, Rotherham.  
KINDEN, CECIL, Kuala Lumpur, Malay States. April 30. Aykett & Gatto, 165,  
Chesham-st.  
LAWRENCE, ROBERT, Payhembury, Devon. May 3. Charles A. G. Hayward, Honiton,  
Devon.  
MADDAMS, WILLIAM, Westcliff, Essex. April 14. James Turner & Son, Dunedin  
House, Basinghall-av.  
MEGGITT, MELINDA, Rotherham. May 1. Marsh & Son, Rotherham.  
MONKE, ELIZABETH ANN, Frintfield, near Buxton. April 30. Bennett & Co., Buxton.  
MOORE, MARY, Gosforth. May 1. Dickinson, Miller & Turnbull, Newcastle-upon-  
Tyne.  
OLIVER, ROBERT J.P., Chester, Calender B-wl Maker. May 8. Wm. Walker,  
Manchester.  
ORRISON, FRANCES, Wootton-super-Mare. May 10. Humphrys & Symonds, Hereford.  
OULEY, ALFRED, Kings, U.S.A. April 30. Murray, Hutchins & Co., 11, Birch-lane.  
PEARSON, RICHARD, Old Hill, Stafford. April 30. Thomas D. Hickman, Old Hill,  
Staffs.  
PETTY, JOHN, Edington, Warwick, Farmer. April 21. F. B. Hancock, Shipston-  
on-Stour.  
PLATFORD, FRANCES, Ashton-on-Mersey. April 30. Howard, Laycock & Co., Man-  
chester.  
REA, FREDERIC WILLIAM, Kensington. April 30. Jordan & Lavington, 96, Cheap-  
side.  
SALTMARSH, SARAH ANN, Chelmsford. April 30. Adolphus G. Maskell, Chelmsford.  
SANDERS, WILLIAM HERBERT, Birmingham. May 17. Pinsent & Co., Birmingham.  
SAUNDERS, WALTER, Farnham. April 30. Warner & Son, Farnham, Hants.  
SMITHURST, ELLEN, Liverpool. April 30. J. F. Harrison & Burton, Liverpool.  
SPARE, ELIZABETH SELINA HOY, Saltash. May 3. Rodrick Porter, Plymouth.  
SPARE, ELIZABETH JANE, Saltash. May 3. Rodrick Porter, Plymouth.  
STOCKES, EDWARD, Macclesfield, China Clay Merchant. May 1. Wood & Lord,  
Manchester.  
TIDSWILL, HELEN CATHERINE, Chester. April 30. Rutherford, Liverpool.  
URE, JANE, Newcastle-upon-Tyne. April 24. Lambert & Lambert, Gateshead.  
WARRINGTON, WILLIAM HENRY, Hale, Chester. April 26. Henry E. How, Levens-  
hulme.  
WARREN, AMELIA LOUISE, Taunton. May 1. G. H. Kite & Sons, Taunton.  
WOOD, WILLIAM, Buxton, Farmer. April 17. A. J. H. Oram, Buxton.  
WRIGHT, SIMON, Lower Clapton. April 6. H. Bonsted & Sons, 74, Coleman-st.  
WYSTER, VALENTIA AGUSTA, Bedford. May 17. Balderston, Warren & Pothecary,  
32, Bedford-row.

*London Gazette.*—FRIDAY, April 2.

ALVEY, SOPHIA, Dartford, Kent. April 30. A. E. & C. F. Pridham, 26, Theobald's-  
rd., Gray's Inn.  
APPELBY, SARAH ANN, Halifax. May 14. Longbottom & Son, Halifax.  
BATHURST, SARAH ANN, West Worthing. May 8. Blake, Reed & Laphorn,  
Portsmouth.  
BERRILL, HENRY, Emberton, Bucks. May 10. J. Garrard & Allen, Olney, Bucks.  
BURNS, ROBERT, Southport. June 22. Lawson, Crippock & Hart, Manchester.  
BURTON, JOHN EARL, Rancorn, Chester. May 12. J. F. Harrison & Burton,  
Liverpool.  
CLARE, MARTHA LAWREN, Albury, Herts. May 1. Gayton & Hare, Much Hadham,  
Herts.  
CLARE, WILLIAM HENRY, Albury, Herts, Farmer. May 1. Gayton & Hare, Much  
Hadham, Herts.  
CARTER, JOHN, Hampton, May 4. Gard, Lyell, Betenson & Davidson, 2, Gresham-  
bldgs., Basinghall-st.  
COTTELL, ERNEST WINDHAM, Yarmouth, I. of W., Doctor of Medicine. April 24.  
Downie & Goddard, Alton, Hants.  
DART, JOHN HENRY, Parkstone. May 1. Bird & Bird, 5, Gray's Inn-sq.  
DAY, THOMAS JOHN, Hardwick, Bedford, Farmer. May 1. Alex. Farr, Bedford.  
DIBBT, KENNETH WILLIAM, Cambridge, Civil Engineer. June 1. Watson, Digby &  
Pope, Fakenham, Norfolk.  
ELLIS, JOHN, Kirkdale, Liverpool, Licensed Victualler. May 1. Weightman  
Pedder & Co., Liverpool.

# THE LICENSES AND GENERAL INSURANCE Co., Ltd.

CONDUCTING THE INSURANCE POOL for selected risks.

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Suitable Clauses for Insertion in Leases and Mortgages of  
Licensed Property settled by Counsel, will be sent on application.

For Further Information write: **24, MOORGATE ST., E.C. 2.**

ELLIS, THOMAS MILETT, Shepperton-on-Thames. May 4. J. D. Langton & Passmore, 2, Paper-bldgs., Temple.  
 FARLEY, MARY ANN, Scarborough. May 14. Medley, Drawbridge & Co., Scarborough.  
 FAWCETT, EDITH, L'ESTRANGE, Stowmarket, Suffolk. May 7. Rickerby & Co., Cheltenham.  
 FROST, EMILY, Wimbeldon. April 25. Andrews, Barrett & Wilkinson, Weymouth.  
 GOSLING, EDWARD JOSEPH, Kensington. April 21. Richardson, Sowerby, Holden & Co., 5, John-st., Bedford-row.  
 GOUCH, JOHN, Wellington, Salop. April 24. Dean & Epley, Wellington, Salop.  
 GREENE, ADELAIDE BURNARD, Wickham, Southampton. June 1. Gubbers & Gillson, Waltham, Hants.  
 HARRISON, EDWARD ACHREY, East Putney. May 14. Sandom, Kersey & Tilleard, 5, Tabbot-st.  
 HARRIS, LE. COL. JOHN HENRY GILBERT, J.P., Abergavenny. April 30. Gabb, Price & Fisher, Abergavenny.  
 HARTWELL, THOMAS, Bourton-on-the-Water, Glouc. Photographer. May 3. E. W. Kendall, Bourton-on-the-Water.  
 HENSHALL, AGNES ANNA, Rhos-on-Sea, Denbigh. May 1. Porter, Amphlett & Co., Colwyn Bay.  
 HILTON, JOHN SIMPSON, Rushmore, Manchester. April 30. Bernard Kutt, Manchester.  
 HUGHES, ELISA, Southport. May 9. Worden & Worden, Southport.  
 HULME, SARAH, Chester. May 8. Robt. Bygott & Sons, Crewe.  
 ILEN, EMMA JANE, Pocklington, Glouc. April 30. G. Bush & Bristol.  
 JAMES, GARFIELD LEWIS, Pontycanner, Glam. Baker. April 24. Dapho L. Powell & Co., Bridgend, Glam.  
 JONES, WILLIAM, Seacombe, Builder. May 3. O. W. Owen, Liverpool.  
 KENNEDY, MARIA JANE, Kensington. May 4. Gard, Lyell, Betenson & Davidson, 2, Gresham-bldgs., Basinghall-st.  
 LOCK, THOMAS, Weston-super-Mare. May 1. L. Vithond, Son & Barrington, Bridgewater, Somerset.  
 MARSDEN, FREDERICK, Eastbourne, Medical Practitioner. May 5. J. H. Knight, Eastbourne, Sussex.  
 MILLER, JAMES, Bournemouth. April 25. Howlins & Rawlins, Bournemouth.  
 MILLS, ELIZABETH, Lincoln. May 1. Andrew & Thompson, Lincoln.  
 MOSS, FLETCHER, Didsbury. May 8. Slater, Heelis & Co., Manchester.  
 OXFORD, JOSEPH, South Kensington. May 12. Wild, Collins & Cross, Kennan's House, Crown-st., Chesham.  
 PAPWORTH, WILLIAM HOLDEN, Cheltenham. May 7. Rickerby & Co., Cheltenham.  
 PITMAN, WALTER HATWARD, Hampstead. April 30. Parkers & Hammond, Fears House, 30, New Broad-st.  
 PRITCHARD, DAVID, Hastings. May 1. Eagleton & Sons, 40, Chancery-lane.  
 RICHARDSON, FRANCIS MURRAY, Grange-over- Sands, Lancs. May 12. Pearce & Nicholls, 12, New-st., Lincoln's Inn.  
 ROSE, VINCENT, Cheltenham. May 7. Rickerby & Co., Cheltenham.  
 SALOMONS, HENRY HYMAN, Baywater-rd. May 7. Emanuel & Simmonds, 25, Finsbury-sq.  
 SCHLEIF, MAX FRIEDRICH, Lake Placid Village, New York State, U.S.A. May 15. Herbert Oppenheimer, Nathan & Vandyk, 1, Finsbury-sq.  
 SIMPSON, ADELINE EMMA, Bournemouth. May 1. Eagleton & Sons, 40, Chancery-lane.  
 SMITH, GEORGE ANTHONY, Nottingham, Insurance Manager. April 30. Walker & Hanson, Nottingham.

SQUIRE, MARY CLARA SPROD BENNET, Thornton Heath. May 1. Goldsmith & Peck, Devonport.  
 STERLAND, HARRIET SARAH, Brantton, Devon. April 30. Withall & Withall, 18 Bedford-row.  
 STOKERILL, GEORGE, Holbeck, Leeds, Licensed Victualler. April 30. Alfred Hutley, Leeds.  
 TODD, ANNA BONFELLOW, Lowestoft. May 10. Gibson & Weldon, 27, Chancery-lane.  
 TUCK, HUGO, Sydney, New South Wales, Australia. May 9. Arthur Benjamin & Cohen, 21, College-hill, Cannon-st.  
 TURNER, JOHN SIDNEY, Anerley. April 30. C. W. Donmett & Son, 46, Gresham-st.  
 VOLPI, PAUL BONAVENTURA WEISS DE, Canada. May 8. Lawton, Jones & Co., 4, 28, Mary-ave.  
 WRIGHT, MARY ANN, Sutton-on-Derwent, Yorks. May 22. John R. Wood, York.

#### London Gazette.—TUESDAY, April 6.

BROADWAY, ALFRED, Reading. April 20. Fredk. J. Ratcliffe, Reading.  
 BURNS, ROBERT, Southport. June 22. Lawson, Coppock & Hart, Manchester.  
 EYRE, CHARLOTTE, Farnham. April 30. Hollett, Mason & Nash, Farnham.  
 GLOVE, THOMAS, Rotherham. May 24. Oxley & Coward, Rotherham.  
 GIBST, THOMAS, Altrincham. May 19. Matthew Hall & Thomson, Manchester.  
 HART, CLARA RACHEL, Saul, Glouc. May 14. Sharp & Benoit, 11, Arundel-st.  
 HELBERT, LIONEL HELBERT, Winchester. May 12. Charles Warner & Richardson, Winchester.  
 ABRAHAM-LAZAREW, Prince SIMON SIMONOVITCH, Petrograd, Russia. May 8. Francis Covell, 4, Arundel-st.  
 LEACH, MICHAEL, Salford Town, Dewsbury. May 1. Ridgway & Ridgway, Dewsbury.  
 MILNER, ANN, Huddersfield. May 6. Lewis I. Day, Halifax.  
 MOSS, FLETCHER, Didsbury. May 8. Slater, Heelis & Co., Manchester.  
 NOWELL, WALTER, Halifax. May 6. Lewis I. Day, Halifax.  
 PADDY, SAMUEL WREIFORD, Colyton, Devon. April 30. Edward Brandon, 68, St. James's-st.  
 RAYDON, OSWALD HENRY, Hoymake, Chester, Underwriter. May 15. Batesons & Co., Liverpool.  
 REDFERN, FRANK, Eym, Derby, Farmer. May 8. Bagshaw & Co., Sheffield.  
 REED, HERBERT PARKER, St. Marychurch, Devon. April 30. Reed & Reed, 1, Guildhall-chmbrs.  
 SMITH, MARY, Woodbridge. May 14. William W. Welton, Woodbridge.  
 SPONSON, JAMES TAYLOR, Liverpool. May 15. Sidney W. Dod, Liverpool.  
 STRONG, JOHN GEORGE, Brighton. May 15. Percy Short & Cuthbert, Denington House, Norfolk-st.  
 TURNER, ELLEN, Lee, Kent. April 30. Reed & Reed, 1, Guildhall-chmbrs.

**VALUATIONS FOR INSURANCE.**—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 26, King-street, Covent-garden, W.C. 2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of Expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac, a speciality.—[Adv.]

## Bankruptcy Notices.

London Gazette.—FRIDAY, March 20.

### RECEIVING ORDERS.

ALEXANDER, CHARLES, Llandudno, Furniture Dealer. Bangor. Pet. Mar. 22. Ord. Mar. 23.  
 BOSMAN, THOMAS, Golder's Green, Antique Dealer. Barnet. Pet. Mar. 3. Ord. Mar. 22.  
 BROSSE, ROBERT CYRIL LYNCH, Hythe, Canterbury. Pet. Jan. 8. Ord. Mar. 6.  
 BRUCE, WILLIAM EDWARD, Wolverhampton, Consulting Engineer. Wolverhampton. Pet. Feb. 27. Ord. Mar. 22.  
 DANIEL, LAURENCE AUGUSTUS, Baywater. High Court. Pet. Nov. 37. Ord. Mar. 23.  
 DAY, WILLIAM E., Camden-rd., Woollen Merchant. High Court. Pet. Mar. 8. Ord. Mar. 23.  
 DE WALENS, LOUIS, Great Portland-st., London, Glove Merchant. High Court. Pet. Feb. 12. Ord. Mar. 23.  
 FISHER BROTHERS, Fenchurch-st. High Court. Pet. Feb. 12. Ord. Mar. 23.  
 JONES, ELIZABETH, Llanarmon-yn-yale, Denbighshire, Partner (widow). Wrexham. Pet. Mar. 18. Ord. Mar. 18.  
 KEMP, A. E., South Norwood, Croydon, Financier. High Court. Pet. June 23. Ord. Mar. 24.  
 KING, JOHN, Royton, Lancs., Motorcar Proprietor. Oldham. Pet. Mar. 22. Ord. Mar. 22.  
 MORRIS & PEARL (a firm), Hoosditch. High Court. Pet. Feb. 25. Ord. Mar. 24.  
 MUDD, WILLIAM FREDERICK, Ipswich, Undertaker. Ipswich. Pet. Mar. 22. Ord. Mar. 22.  
 OLIVER, THOMAS ROSSON, Newcastle-upon-Tyne, Assistant Schoolmaster. Newcastle-upon-Tyne. Pet. Mar. 22. Ord. Mar. 23.  
 THOMPSON, GEORGE, Leeds, Carrier. Leeds. Pet. Mar. 22. Ord. Mar. 23.  
 THOMAS, PERCIVAL GRANT, Westcliff-on-Sea, Wandsworth. Pet. Mar. 23. Ord. Mar. 23.  
 Amended Notice substituted for that published in the London Gazette of Jan. 23.  
 DEW (Male), Broad Street-hill, Editor. High Court. Pet. Dec. 1. Ord. Jan. 20.

### FIRST MEETINGS.

DODDS, TOM WILLIAM, Eynsham, Oxford. Apr. 7 at 12. 1, St. Aldates, Oxford.  
 GAMBLE, FRED, Great Grimby, Fruiterer. Apr. 7 at 11. Off. Rec., 36, Mary-chmbrs., Great Grimby.  
 HILL BROTHERS, Kenilworth, Engineers. Apr. 8 at 11. Off. Rec., 8, High-st., Coventry.  
 JONES, CHARLES, Birkenhead, Beerhouse Keeper. Apr. 7 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.  
 KING, JOHN, Royton, Motor Car Proprietor. Apr. 6 at 11.30. Off. Rec., Greaves-st., Oldham.

OLIVER, THOMAS ROSSON, Newcastle-upon-Tyne, Assistant Schoolmaster. Apr. 8 at 11. Off. Rec., Pearl-bldgs., 4, Northumbria-st., Newcastle-upon-Tyne.

THOMAS, PERCIVAL GRANT, Westcliff-on-Sea. Apr. 7 at 11. 132, York-rd., Westminster Bridge-rd.

### ADJUDICATIONS.

ALEXANDER, CHARLES, Llandudno, Furniture Dealer. Bangor. Pet. Mar. 22. Ord. Mar. 22.  
 BRIDGES, KATE, Upper Norwood, Surrey. Croydon. Pet. Feb. 6. Ord. Mar. 19.  
 JONES, ELIZABETH, Llanarmon-yn-yale, Denbighshire. Wrexham. Pet. Mar. 18. Ord. Mar. 18.  
 KING, JOHN, Royton, Lancs., Motor Car Proprietor. Oldham. Pet. Mar. 22. Ord. Mar. 22.  
 LINDSAY, NIGEL CRAWFORD, Stamford Brook. Brentford. Pet. Nov. 6. Ord. Mar. 23.  
 MUDD, WILLIAM FREDERICK, Ipswich, Undertaker. Ipswich. Pet. Mar. 22. Ord. Mar. 22.  
 THOMAS, PERCIVAL GRANT, Westcliff-on-Sea. Wandsworth. Pet. Mar. 23. Ord. Mar. 23.  
 THOMPSON, GEORGE, Leeds, Carrier. Leeds. Pet. Mar. 23. Ord. Mar. 23.

London Gazette.—FRIDAY, March 30.

### RECEIVING ORDERS.

CODD, WILLIAM JOHN, Caistor, Lincoln, Licensed Victualler. Lincoln. Pet. March 27. Ord. March 27.  
 FORBES, DAVID WINTON, Sudbury, Middlesex. Barnet. Pet. Feb. 24. Ord. March 22.  
 SMITH, ALFRED EDWIN, Manchester, Draper. Manchester. Pet. March 26. Ord. March 26.  
 TEAGUE, A. H., Cardiff, Herbalist. Cardiff. Pet. March 15. Ord. March 26.  
 WELLS, REGINALD FAIRFAX, St. John's Wood. High Court. Pet. Nov. 6. Ord. March 25.

### FIRST MEETINGS.

BOSMAN, THOMAS, Golder's Green, Antique Dealer. April 13 at 11. 14, Bedford-row.  
 BRUCE, WILLIAM EDWARD, Wolverhampton, Consulting Engineer. April 8 at 12. Off. Rec., 30, Lichfield-st., Wolverhampton.  
 COALES, THOMAS TIMPNEY, Walsoken, Norfolk. April 10 at 12.30. Off. Rec., 4, Upper King-st., Norwich.  
 DANIEL, LAURENCE AUGUSTUS, Baywater. April 9 at 12. Bankruptcy-bldgs., Carey-st.  
 DAY, WILLIAM E., Camden-rd., Woollen Merchant. April 8 at 11. Bankruptcy-bldgs., Carey-st.  
 DE WALENS, LOUIS, Great Portland-st., Glove Merchant. April 9 at 11. Bankruptcy-bldgs., Carey-st.  
 FISHER BROTHERS, Fenchurch-st. April at 12. Bankruptcy-bldgs., Carey-st.  
 FORBES, DAVID WINTON, Sudbury, Middlesex. April 13 at 11.30. 14, Bedford-row.  
 LYLE, CHRISTOPHER JOHN, Minister, Cornwall, Farmer. April 10 at 2. Off. Rec., 13, Prince-st., Truro.  
 MORRIS & PEARL, Hoosditch. April 9 at 11. Bankruptcy-bldgs., Carey-st.  
 MUDD, WILLIAM FREDERICK, Ipswich, Undertaker. April 8 at 11. Off. Rec., 36, Prince-st., Ipswich.

PIGGOTT, Sir FRANCIS TAYLOR, Stone-bldg., Lincoln's Inn. April 9 at 11. Bankruptcy-bldgs., Carey-st.  
 SCODEN, NATHAN JAMES, Barnsley, Lorry Labourer. April 9 at 10.30. Off. Rec., County Court Hall, Regent-st. (Eastgate entrance), Barnsley.  
 THOMPSON, GEORGE, Leeds, Carrier. April 8 at 11. Off. Rec., 24, Bond-st., Leeds.  
 WELLS, REGINALD FAIRFAX, St. John's Wood. April 13 at 11. Bankruptcy-bldgs., Carey-st.

### ADJUDICATIONS.

BROSSE, ROBERT CYRIL LYNCH, Hythe, Kent. Canterbury. Pet. Jan. 8. Ord. March 26.  
 BOSMAN, THOMAS, Golder's Green, Antique Dealer. Barnet. Pet. March 3. Ord. March 26.  
 CHAMBERS, FRANK, Margerley, Notts, Loco Manufacturer. Nottingham. Pet. March 1. Ord. March 27.  
 COALES, THOMAS TIMPNEY, Walsoken, Norfolk. King's Lynn. Pet. March 6. Ord. March 25.  
 CODD, WILLIAM JOHN, Caistor, Lincoln, Licensed Victualler. Lincoln. Pet. March 27. Ord. March 27.  
 DAY, WILLIAM E., Camden-rd., Woollen Merchant. High Court. Pet. March 8. Ord. March 26.  
 DE MONTAIGU, Count RENE PIERRE ARCE MARIE JOSEPH, Piccadilly. High Court. Pet. Jan. 26. Ord. March 25.  
 FORBES, DAVID WINTON, Sudbury, Middlex. Barnet. Pet. Feb. 24. Ord. March 27.  
 GIRARD, HENRY ESKINE, Stookwell-rd. High Court. Pet. Nov. 29. Ord. March 20.  
 GRAY, FREDERICK WILLIAM, Walthamstow, Merchant. High Court. Pet. Jan. 21. Ord. March 25.  
 HUXTER, JOHN NUN, Hove Hill, Kent, Foreign Import Agent. Brighton. Pet. Feb. 19. Ord. March 25.  
 KIDD, R. H., Dalmeny-st., Duke-st. High Court. Pet. Dec. 13. Ord. March 24.  
 MILNER, HENRY, Botolph-clause, Broker. High Court. Pet. Feb. 4. Ord. March 23.  
 OGDEN, ARTHUR EDWIN, Barrow-in-Furness, Chemist. Barrow-in-Furness. Pet. Feb. 20. Ord. March 26.  
 OLIVER, THOMAS ROSSON, Newcastle-upon-Tyne, Assistant Schoolmaster. Newcastle-upon-Tyne. Pet. March 22. Ord. March 25.  
 PASTON-COOPER, SIDNEY LIONEL, Maidenhead. Windsor. Pet. Feb. 12. Ord. March 26.  
 SANDERSON, ROBERT FRANCIS COMMON, Grantham, Wine Merchant. Nottingham. Pet. Feb. 10. Ord. March 25.  
 SMITH, ALFRED EDWIN, Manchester, Draper. Manchester. Pet. March 26. Ord. March 26.  
 SMITH, WILLIAM GEORGE, Hove, Director of a Limited Company. High Court. Pet. Feb. 2. Ord. March 25.  
 STUCKEY, EDWARD ALEXANDER, Highgate, Boot Repairer. Pet. Feb. 3. Ord. March 25.  
 STARY, ABRAHAM, Aldermanbury, Wholesale Blouse Manufacturer. High Court. Pet. Feb. 27. Ord. March 24.  
 THOMPSON, H. C. ST. JAMES'S, High Court. Pet. Oct. 8. Ord. March 26.  
 WILSON, WATSON JOHN, Mansion House-chmbrs., General Wholesale Merchants. High Court. Pet. Nov. 24. Ord. March 25.



